

**AGREEMENT**

**BETWEEN:**

**TOWNSHIP OF RANDOLPH,  
MORRIS COUNTY, NEW JERSEY**

**-AND-**

**RANDOLPH TOWNSHIP EMPLOYEES ASSOCIATION**

**January 1, 2011 through December 31, 2014**

**DRAFT April 14, 2012  
April 25, 2012**

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PREAMBLE

This AGREEMENT entered into January 1, 2011, by and between the TOWNSHIP OF RANDOLPH, in the County of Morris, State of New Jersey, a Municipal corporation of the State of New Jersey, hereinafter called the "Township," and the RANDOLH TOWNSHIP EMPLOYEES ASSOCIATION, hereinafter called the "Association" represents the complete and final understanding on all the bargainable issues between the Township and the Association.

ARTICLE I  
RECOGNITION

The Township recognizes the Association as the exclusive collective negotiations agent for the following job classifications within the Township of Randolph:

Engineering Assistant/Public Works Inspector  
Senior Health Specialist  
Information Systems and Training Coordinator  
Administrative Assistant  
Police Services Coordinator  
Health Assistant/Registrar and Recycling Coordinator  
Building Inspector  
Sanitarian/Registered Environmental Health Specialist  
Animal Control Officer/Pound Keeper  
Senior Department Secretary  
Deputy Court Administrator  
Deputy Township Clerk  
Purchasing Coordinator  
Technical Assistant  
Rompers Teacher/Secretary  
Playhouse Theater Coordinator  
Deputy Animal Control Officer/Pound keeper  
Secretary  
Violations Clerk  
Revenue Collections Clerk  
Bookkeeper

Part Time Titles

(Excluding seasonal and/or part time employees working less than 15 hours per week in the below listed titles)

P/T Public Health Nurse

P/T Plumbing Inspector

P/T Fire Code Inspector

P/T Zoning Officer

P/T Health Sanitarian

P/T Deputy Animal Control/Pound Keeper

P/T Assistant Rompers Teacher

P/T Bus Driver

P/T Clerk/Typist

P/T Administrative Aide

P/T Housing Inspector

ARTICLE II

MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the Township government and its properties and facilities and the activities of its employees;
  2. To hire all employees and subject to the provisions of law, to determine their qualification and conditions for continued employment or assignment and to promote and transfer employees;
  3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

### ARTICLE III

#### WORK WEEK AND OVERTIME

- A. The normal work week shall consist of five (5) consecutive days, Monday through Friday. The normal workday shall consist of seven (7) hours as scheduled by the work rules of the employer, with the exception of the day (Usually the 1<sup>st</sup> Thursday) which coincides with the regular meeting of the Township Council each month; the workday will be from 8:30 a.m. through 8:00 p.m. with one (1) hour for lunch and one-half (1/2) hour for dinner. Employees working the "late night" shall be compensated with one half day off from work to occur on a Friday afternoon during the month of the "late night". Late nights, for the ensuing year, shall be scheduled at the beginning of January. Scheduling of the compensating half day off shall be approved by the Department Head.
- B. The employer shall compensate each employee with one (1) hour of compensatory time off for each hour worked by the employee in any given week in excess of thirty-five (35) hours and up to forty (40) hours and one and one half (1.5) hour of compensatory time off for each hour worked by the employee in any given week in excess of forty (40) hours providing such overtime shall have been with the authority or approval or at the direction of the immediate supervisor of the employee or the Township Manager. A maximum of thirty five (35) hours may be accumulated at any given time and may be carried into the next calendar year.
- C. The employer shall compensate each employee for overtime in excess of forty (40) hours at one and on-half (1½) times the hourly rate of compensation paid such employee providing such overtime shall have been with the authority or approval or at the direction of the immediate supervisor of the employee or the Township Manager.

ARTICLE IV

SICK LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. The employer has a reasonable expectation that the employee is convalescing and/or seeking medical assistance as opposed to other unrestricted activities associated with time off for vacations, compensatory time or holidays. Both parties to this contract agree that abuse of the sick leave benefit is unacceptable and subject to managerial response. Sick leave may also be utilized for short periods because of death in the employee's immediate family as defined below.
3. Care of Immediate Family – See Employee Handbook

B. Amount of Sick Leave

1. Sick Leave with pay shall accrue to any full-time employee on the basis of one day per month.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
3. In the event an employee is injured while at work, full salary will be paid without a charge against sick leave, provided the employee is eligible for, and the Township receives, workers' compensation benefits.



C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified prior to the employee's starting time, except in emergencies.
  - a. Failure to so notify the supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
  - b. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required prior to return to work.
3. The Township may require an employee who has been absent because of personal illness; as a condition of his return to duty, to be examined at the expense of the Township by a physician of the Township's choice. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health and safety of other employees.

E. Payment for Accumulated Sick Leave at Retirement

Employees must retire in good standing to qualify for payment of unused sick time.

Employees shall be entitled to sick pay retirement benefits of 50 percent of accumulated sick time based on the following schedule:

|                                                                                            | <u>Maximum Benefit</u>         |
|--------------------------------------------------------------------------------------------|--------------------------------|
| When the employee's age and years of Service to the Township added together total 70 years | 70 days not to exceed \$10,000 |
| When the employee's age and years of service to the Township added together total 75 years | 75 days not to exceed \$12,500 |
| When the employee's age and years of service to the township added together total 80 years | 80 days not to exceed \$15,000 |

**F. Bereavement Leave**

1. In case of death in the immediate family, an employee shall be granted up to three (3) days of leave. An extension may be granted in accordance with the Employee Handbook.
2. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother or sister, father-in-law, mother-in-law, grandparents, sister-in-law, brother-in-law, son-in-law, daughter-in-law and grandchild.
3. Reasonable verification of the event may be required by the Township.

ARTICLE V

HOLIDAYS

A. The following eleven (11) days shall be holidays upon which the public offices of the Township shall be closed and on which the employees shall not be required to work:

|                               |                        |
|-------------------------------|------------------------|
| New Year's Day                | Labor Day              |
| Martin Luther King's Birthday | Veterans' Day          |
| President's Day               | Thanksgiving Day       |
| Good Friday                   | Day After Thanksgiving |
| Memorial Day                  | Christmas Day          |
| Independence Day              |                        |

B. Any employee required to work on a holiday shall be compensated at an hourly rate of two times (2x) said employee's regular rate of pay.

C. Floating Holidays

1. Lincoln's Birthday and Election Day are designated as "floating holidays" for all employees.
2. Employees will have the option of taking Lincoln's Birthday during the first half of the calendar year and Election Day in the second half of the calendar year, subject to the following:
  - a. Sufficient personnel will be available in all departments on Lincoln's Birthday and Election Day to adequately maintain operations on these days.
  - b. The day taken in lieu of Lincoln's Birthday or Election Day as a "floating holiday" shall be subject to approval of the department head or supervisor according to normal procedures for vacation or time off from work.
  - c. If the floating holiday is taken prior to the actual holiday and the employee's employment ends prior to the actual holiday, an adjustment to the Township's favor shall be made to the employee's separation pay.

ARTICLE VI

VACATIONS

A. Vacations for full-time employees shall be made based upon the following schedule:

|                                                                    |                                                           |
|--------------------------------------------------------------------|-----------------------------------------------------------|
| After 1 <sup>st</sup> calendar year                                | 2 weeks                                                   |
| January 1 <sup>st</sup> following the 3 <sup>rd</sup> year         | 2 weeks plus one day                                      |
| January 1 <sup>st</sup> following 6 <sup>th</sup> year of service  | 3 weeks                                                   |
| January 1 <sup>st</sup> following 13 <sup>th</sup> year of service | 4 weeks                                                   |
| January 1 <sup>st</sup> following 18 <sup>th</sup> year of service | 4 weeks plus 1<br>additional day for<br>each year over 18 |

B. Employees may carry forward accumulated vacation time not to exceed the total number of days received in the following year, i.e., if an employee has a 2010 vacation allowance of 15 days, an additional 15 days can be carried forward from 2009 for use in 2010. Any unused vacation in excess of the one-year carry-over amount shall be forfeited.

C. During the first calendar year of employment, employees shall begin accruing vacation time in their third month of employment at a rate of one day of vacation per month of service up to a maximum of 10 working days.

D. Employees shall be compensated for accrued vacation time upon separation or retirement as long as they are leaving in good standing.

ARTICE VII

INSURANCE

A. Medical Coverage/Prescription Plan

1. The Township shall comply with new State laws (Chapter 78 P.L. 2011) regarding healthcare contributions.

As of July 1, 2011, employees shall contribute health contributions in accordance with Chapter 78 P.L. 2011.

2. Full time employees appointed prior to January 1, 2010 will continue to be offered the Choice 10 Plan in accordance with the 2010 contract. The Township will pay 80 percent of the premium and the employee shall pay 20 percent for dependent coverage until such time that the employees' healthcare contribution under the new State law exceeds this formula.
3. Full-time employees appointed after January 1, 2010 will be covered under the Aetna Preferred Plan option or equivalent and shall contribute twenty (20) percent of the entire premium. Employees may opt for health plans exceeding their base policy, but shall be responsible for all premiums in excess of the base plan.
4. Permanent part-time employees, part-time hourly employees, temporary and seasonal employees are not entitled to medical benefits.

B. Medical Benefit Waiver

1. Employees who receive hospital and medical coverage through their spouse's or civil union partner's employer may surrender their benefits for cash. The Township will distribute a questionnaire in September and the coverage period will begin the following January 1. Employees must be able to document their alternate coverage and will not be able to re-enter the Health Insurance Program until next open enrollment period or if the spouse or civil union partner no longer has coverage through their employer. Payments will be made in two installments, May 1<sup>st</sup> and November 1<sup>st</sup> (Note that the cash payment is taxable).

2. For Employees who have requested waivers prior to May 22, 2010, the Township will provide 50% of the amount saved by the Township because of the employee's choosing not to receive health benefits.

3. In accordance with Chapter 2, P.L. 2010, employees who request waivers after May 21, 2010, the Township will provide 25% or \$5,000, whichever is less of the amount saved by the employer.

C. Retirement Benefits

The Township will comply with State Law (Chapter 78 P.L. 2011) governing premium sharing for retirees.

1. Medical insurance coverage is extended to retired employees with twenty-five (25) or more years of service in the State administered retirement system and their surviving eligible dependents (based on cost sharing at time of retirement).

2. Employees hired after January 1, 2007 – must work in a full-time capacity for the Township for a period of twenty-five (25) years to be eligible for continuing coverage and shall be responsible for 50% of the premium for dependent coverage or the premium contribution requirement as defined by State law, whichever is highest.

3. Employees hired after January 1, 2010 shall be responsible to contribute 50% of the premium for coverage.

4. Medical insurance coverage is extended to employees who retire on a disabilities pension (see Public Employees Retirement Manual) based on fewer years of service credited in the state retirement system and their spouse (based on cost sharing at time of retirement).

5. Medical insurance coverage is extended to surviving spouse, surviving civil union partner, and eligible dependent of active employees with twenty-five (25) or

more years of service in the State administered retirement system and twenty-five (25) or more years of service with the Township (based on cost sharing at time of death).

**B. Dental Benefits**

The Township will comply with State law (Chapter 78 P.L. 2011) when contributing toward the cost of a dental plan for employees:

1. The maximum premium contribution paid by the Township shall be \$600.00.
2. Permanent part-time employees, part-time hourly employees, temporary and seasonal employees are not entitled to dental benefits.
3. Dental benefits terminate at retirement.

**D. Other Insurances**

1. **Group Life Insurance and Accidental Dismemberment** – The Township pays for \$10,000 of life insurance and \$10,000 of accidental dismemberment insurance for all full-time employees. Employees with twenty-five (25) years with the Township may continue their \$10,000 life insurance when they retire. The retiree, if they elect to continue, must reimburse the Township for the premium.
2. **Long-Term Disability Insurance** – The long-term disability plan is subject to the below conditions:
  - a. Disability benefits shall begin after 60 days of consecutive illness and ongoing certifications by a licensed medical doctor that the employee can not work.
  - b. The Township uses a third-party consultant to monitor the employee's recovery process. Employees shall cooperate with First Managed Care and

provide access to all requested medical information in order to qualify for continuing benefits.

- c. An employee has the responsibility to recover and return to work. If medical recovery is determined to be unachievable, the employee has a responsibility to immediately apply for SSI and, if eligible, a pension disability retirement. Proof of application for SSI and/or pension disability shall be provided to the Township in order to qualify for continuing benefits.
- d. The employee, while on disability, can not work in any capacity and does not accrue service time towards pension or other benefits.
- e. The Township provides 67% of the employee's salary at the time of disability and continuing health benefits coverage.
- f. Disability coverage will be terminated for failure to comply with the program requirements, at the end of one hundred and twenty months (120), or at age 65.

E. How Your Benefits are Acquired

The Township's medical and dental insurance coverage is handled through a self insurance fund called the North Jersey Municipal Employee Benefit Fund.

A detailed description of the Township Health Care Plan can be found in the Health Plan document available in the Township Finance Department.

The Township reserves the right to change insurance carriers as long as substantially similar benefits are provided.



ARTICLE VIII  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and to promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the department head and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The moving party shall present the grievance in writing signed by the aggrieved to the department head within five (5) working days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The department head shall make whatever additional investigation is necessary and shall, within five (5) working days after presentation of the grievance, give a decision.

Step Two: If a grievance is not resolved at Step One, the moving party may, within five (5) working days of receipt of the answer in Step One, submit the written grievance to the Township Manager, who shall provide a response within five (5) working days of the presentation of the grievance in Step Two.

Step Three: If the grievance is not resolved in Step Two, it may be appealed in writing within five (5) working days after receipt of the answer in Step Two for arbitration before the NJ Public Employee Relations Commission (PERC). The arbitrator's decision shall be final.

- D. A grievance will be considered settled upon its withdrawal in writing or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall move it to the next step.

ARTICLE IX

NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf, will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout or other job action against the Township.
- B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.
- C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE X

DISCHARGE AND DISCIPLINE

- A. No permanent employee shall be discharged or suspended or otherwise disciplined without just cause.
- B. The employer shall notify the Association at the time disciplinary action is taken.
- C. Employees shall have the right to claim that suspension or discharge was unjustly imposed by submitting such claim to the Township Manager in writing within five (5) working days after the disciplinary action. This shall be the sole method of appeal of disciplinary action. Failure to so appeal shall be admission as to the propriety of the action taken.

**ARTICLE XI**

**SALARIES/PERFORMANCE EVALUATIONS**

**A. Full time and part-time employees shall receive the following salary and hourly increases:**

- 1. All employees shall be granted one extra personal day as a signing bonus to be used in 2012.**
- 2. Effective January 1, 2012 full-time employees shall receive a salary increase of \$1,040 and part-time employees shall receive \$0.50 per hour**
- 3. Effective January 1, 2013, employees shall receive a salary increase of \$1,040 and part-time employees shall receive \$0.50 per hour.**
- 4. Effective January 1, 2014, employees shall receive a salary increase of \$1,040 and part-time employees shall receive \$0.50 per hour.**

**B. Newly Appointed and Recently Promoted Staff**

Members hired or promoted after July 1 shall be exempt from the automatic salary adjustment for the following January 1. The Township may, however, grant said increase based upon a performance evaluation to be conducted by the department head and reviewed by the Township Manager. The Township Manager's decision shall be final.

**C. Performance evaluations shall be prepared for each employee by their supervisor and/or department head with approval by the Township Manager to determine if merit/performance increase shall be granted. In the absence of a department head, the Township Manager shall review the employee's performance. In the event that the employee believes that the performance evaluation is not representative of his/her performance, said employee may petition the Township Manager to undertake an examination. The decision of the Township Manager shall be final.**

D. The Township Manager shall have the authority to increase individual salaries when in his/her opinion such an increase is warranted.

ARTICLE XII

CLOTHING ALLOWANCE/REPLACEMENT

For field staff, the Township shall provide a payment of \$200 on June 1 of each year of the contract to cover the employee's costs for shoes, boots, and/or foul weather gear.

Should an employee leave Township service, the payment shall be refunded on a prorated basis.

ARTICLE XIII

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin, physical disability or sexual orientation based upon a bona fide job requirement. Association and Township representative shall work cooperatively to assure the achievement of equal employment opportunities. Any employee who fails to cooperate to this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance provisions of this Agreement prior to seeking relief through other channels.



ARTICLE XIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVI  
TERMS OF AGREEMENT

THIS Agreement shall take effect retroactive to January 1, 2011, and shall remain in full force and effect through December 31, 2014, and thereafter from year to year unless either party shall give notice in writing no sooner than one hundred twenty (120) nor later than sixty (60) days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Section.

RANDOLPH TOWNSHIP EMPLOYEES  
ASSOCIATION

By: Richard Lindsay  
Richard Lindsay

Date: 04/25/2012

Witness:

Maurice Connelly

TOWNSHIP OF RANDOLPH  
MORRIS COUNTY, NEW JERSEY

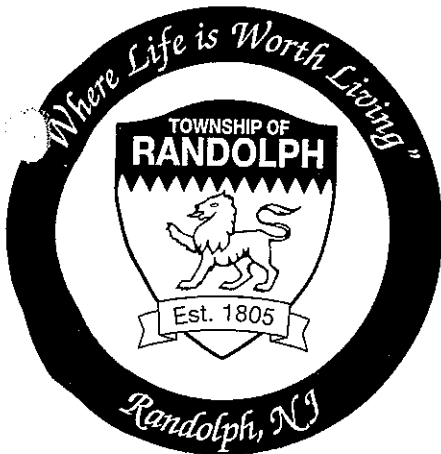
By: John C. Lovell  
John C. Lovell, Manager

Date: 4-25-12

Witness:

Donna Marie Luciani  
Donna Marie Luciani  
Township Clerk

Mike Soccio



# Township of Randolph

Municipal Building  
Millbrook Avenue • Randolph, N.J. 07869-3799

## MEMORANDUM

To: Michael Marks, Teamsters  
Larry Galante, Teamsters  
Frank Howard, RTSEA  
Richard Lindsay, RTEA

From: John C. Lovell, Township Manager

Date: May 22, 2012

Re: Contract Language – Health Benefits

A handwritten signature in black ink, appearing to be "J. Lovell", is written over the "From:" line.

As we were wrapping up the contract review with the RTSEA, it was pointed out that the language governing health benefits could be interpreted in such a way as to take back benefits.

As I said from the beginning of negotiations, the loss of benefits was not the desire, nor the intent of management in negotiating contracts. Mike Soccio and I prepared the below language, which we hope will clarify health benefits. This same language also appears in the revised employee handbook.

Please review and if you find the language acceptable, initial a copy of this memorandum and return same to me so that it can be affixed to the contracts in my office.

### Medical Coverage/Prescription Plan

1. The Township shall comply with the new State Laws (Chapter 78 P.L. 2011) regarding healthcare contributions.

As of July 1, 2011, employees shall contribute health contributions in accordance with Chapter 78 P.L. 2011.

2. Full-time employees appointed prior to January 1, 2010 will continue to be offered the Choice 10 Plan as their base plan for coverage. Single coverage premium shall be paid in its entirety by the Township. The Township will pay 80 percent of the premium and the employee shall pay 20 percent of the premium for dependent coverage.
3. Full-time employees appointed after January 1, 2010 will be covered under the Aetna Preferred Plan as their base plan for coverage. Single coverage premium shall be paid in its entirety by the