

AGREEMENT

BETWEEN

THE TOWNSHIP OF WAYNE

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 52,
LOCAL 2192, AFL-CIO**

JANUARY 1, 2002 - DECEMBER 31, 2006

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AGREEMENT

THIS AGREEMENT, made this day of
by and between AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 52, LOCAL 2192, hereinafter referred to as the
"Union," and the TOWNSHIP OF WAYNE, hereinafter referred to as
"Township," located in the County of Passaic, State of New Jersey.

W I T N E S S E T H:

WHEREAS, the Union has been designated by a majority of the
Administrative employees of the Township in the bargaining unit as the
sole collective bargaining agent with respect to wages, hours and other
conditions of employment; and

WHEREAS, it is recognized that it is to the benefit of both
parties to promote harmonious relations between the Union and the
Township; and

WHEREAS, it is recognized that the efficient and orderly method
of establishing and maintaining peaceful and harmonious labor relations
and of dealing with the problems and controversies arising out of
employment is through negotiations and agreement; and

WHEREAS, the parties hereto seek to establish an equitable and
peaceful procedure for the resolution of differences, and the
establishment of rates of pay, hours of work and other conditions of
employment;

NOW, THEREFORE, in consideration of the mutual promises herein
contained, the parties agree as follows:

DEFINITION OF TERMS

The term "Employer" refers to the Township of Wayne, a Municipal employer as defined in Public Employees Statutes of New Jersey.

The term "Employee" shall include all White Collar employees, Grades 2 through 9, inclusive.

The term "Union" shall refer to Local No. 2192, Council No. 52, AFSCME, AFL-CIO.

The term "Administration" shall be construed to mean the Office of Business Administrator and/or the Office of the Mayor.

The term "Emergency" is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy and may be designated by the Administration or Department Heads in order to achieve more effective operations.

ARTICLE II

RECOGNITION

A. UNION

The Township recognizes the Union as the bargaining agent for the full time White Collar employees in Grades 2 through 9 for the purpose of establishing salaries, wages, hours and other conditions of employment and for such additional classifications as the parties may later agree to include. (See Schedules A & B annexed hereto.)

B. EMPLOYER

The Union recognizes that the Township is a public benefit corporation created and existing by virtue of statutory enactments

and is in the nature of a political subdivision and that its operations are for the public benefit. By reason thereof, the Union acknowledges that the power of the Township to enter into this Agreement or any of the provisions thereof is or may be subject to legal limitations, and in the event all or any part of the Agreement contravenes any statutory or legal requirements or exceeds the lawful powers of the Township, then to the extent of such contravention, this Agreement or such of its provisions as are legally objectionable shall be null and void. The parties mutually agree that the nullity of any provisions shall not void the remainder of this Agreement, PROVIDED, HOWEVER, that such provisions can be severed from the Agreement without substantially affecting the whole thereof.

ARTICLE III

EMPLOYEE RIGHTS

A. EMPLOYEE'S RIGHTS.

1. Probationary Period.

- a. New employees shall be subject to a six-(6) month probationary period with no further extension of probation allowed. Termination during the probationary period is not subject to the grievance procedure. Employees may not apply for a transfer during their probationary period.
- b. Newly hired employees who are serving their probationary period shall not be entitled to paid vacation, sick day

allowance, and/or personal days until they have successfully completed their six (6) month probationary period. However, they shall accrue vacation and sick/personal time allowance from the date of hire but shall not be entitled to compensation for vacation and sick/personal time allowance until they have successfully completed their six- (6) month probationary period. There shall be no retroactive compensation for any vacation, sick/personal time used during the probationary period.

c. Police dispatchers shall serve a twelve- (12) month probationary period. However, they shall be entitled to use paid sick time, personal time, and vacation time after successfully completing six (6) full months of the probationary period. All other conditions of probation shall remain in effect for the entire twelve- (12) month period.

(1) Upon successful completion of six (6) months of the twelve- (12) month probationary period, a new dispatcher shall be entitled to receive the following:

- A. Three (3) shirts
- B. Two (2) pairs of pants
- C. One (1) pair of shoes
- D. One (1) belt
- E. One (1) nameplate

- d. An employee who voluntarily leaves his/her employment with the Township prior to completing his/her probationary period shall reimburse to the Township all costs associated with his/her pre-employment physical.
2. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
3. An employee shall be entitled to Union representation at each stage of a disciplinary proceeding in the Union contract.
4. No employee shall be required by the Township to submit to an interrogation after charges have been served unless he or she is afforded the opportunity of having a Union representative present.
5. No recording devices of any kind shall be used during such interrogation unless the Union is made aware of the fact prior to such interrogation.
6. In any disciplinary hearings, the employee shall be presumed innocent until proven guilty.
7. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his/her hours, wages or working conditions as the result of the exercise of his/her rights under this Agreement or as a result of his/her membership or non-membership in the Union.

B. PERSONNEL FILES.

1. The personnel files located in the Personnel Office are the only official files.
2. Upon request, all employees shall have access to their own personnel file during working hours.
3. All documents contained in the personnel file shall be sequentially numbered and upon examination of said documents, each document shall be initialed by the employees concerned.
4. The signature affixed to any document on any data does not indicate in any way that an employee agrees with the contents of this file. This signature is affixed to show only that the file has been reviewed in accordance with the contractual agreement between the Township and the Union. The employee shall have the right to respond in writing to any document in the file. After a three (3) year period from the date of the issuance of a warning, the warning form shall be removed from the employee's personnel file conditioned upon written request from the employee and no further warnings of any kind having been issued to the employee during the three (3) year period.

ARTICLE IV

EMPLOYER 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. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of the Township to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after five (5) days advance notice thereof to the employees and to require compliance by the employees is recognized.
4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of

continued employment, or assignment, and to promote and transfer employees.

5. The Township may establish the initial salary for new classifications and in the event the parties to this Agreement agree that such classifications are to be covered under this Agreement, the Union may then negotiate for employees in such classifications in accordance with the provisions of Article XX of this Agreement. In the event the parties do not agree that such new classifications are to be covered by this Agreement, the matter will be determined by the Public Employment Relations Commission.
 6. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.
 7. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.
 8. The Township retains the right to subcontract any or all of the work performed by employees covered by this Agreement.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the 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.

- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE V

DUES & FEES

- A. Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit, shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit,

provided that no modification is made in this provision by a successor agreement between the Union and the employees. This Article shall be subject to the provisions of *N.J.S.A. 34:13A-5.4 et seq.*, as amended and supplemented by P.L. 1979, c. 477.

- B. The Township agrees to deduct the Union's membership dues and Representation Fee from the pay of full-time employees in Grades 2 through 9. The amounts so deducted shall be certified to the Township by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to AFSCME, Council 52, together with the list of names of all employees for whom the deductions were made.
- C. Dues deductions shall be made for all employees in the bargaining unit for AFSCME, and any employee shall be eligible to withdraw such authorization only as of July 1st of each year, provided the notice of withdrawal has been filed timely, in writing, to the President of the Local. After withdrawal the employee shall pay the Representation Fee as set forth in Paragraph A hereof.
- D. A computer printout of all employees in the bargaining unit, including name, grade, title, and department, shall be given to the Local President every six (6) months.
- E. The Union shall establish and/or advise the Township that it has established a demand and return system in accordance with *N.J.S.A. 34:13A-5.5*.
- F. The Union agrees to indemnify and save the Township harmless against any and all claims, demands, suits or other forms of

liability that arise out of or by reason of action taken by the Township in reliance upon dues, deduction, authorization, information furnished by the Union or its representatives or in reliance upon the official notification on the letterhead of the Union and signed by the president of the Union advising of any changes in such deductions.

ARTICLE VI

WORK STOPPAGES

A. GENERAL STATEMENT

It is agreed that during the term of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, slowdown, stoppage of work, boycott, picketing or willful interference with production, transportation or distribution, and that there shall be no lockout of employees by the Township.

B. UNION RESPONSIBILITY

In the event that any of the employees violate the provisions of the above paragraph, the Union shall immediately order any of its members who participate in such action back to their jobs, forward copies of such order to the Township, and use every means at its disposal to influence the employees to return to work.

C. FAILURE TO RETURN TO WORK

Any employee failing to report back to work within twenty-four (24) hours of the strike, slowdown, stoppage of work, boycott,

picketing or failing to cease engaging in any of the above conduct, will be subject to discipline by the Employer. Discipline may include loss of seniority or discharge.

D. JUDICIAL RELIEF

Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in Equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE VII

SALARIES AND WORK SCHEDULES

A. SALARIES

1. Employees covered by this Agreement shall receive salary increases based on their regular salary as follows:

1. Effective January 1, 2002 - 4%
2. Effective January 1, 2003 - 4%
3. Effective January 1, 2004 - 4%
4. Effective January 1, 2005 - 4%
5. Effective January 1, 2006 - 4%

The tops and bottoms of the salary guide for each grade shall be increased January 1, of each year by the above referenced percentage adjustment.

2. All covered employees employed on or before the date of signing of the contract and still employed with the Township on June 30, 2006 shall receive the additional compensation of \$500. This sum shall be added to the employee's base salary effective July 1, 2006. The top(s) of grades will also be adjusted if necessary due to this increase.

B. MAXIMUM SALARY AND STIPENDS

1. No salary of any employee of the Township shall be decreased by reason of the fact that his/her salary is above the maximum salary of the position classification to which he/she has been assigned.
2. Employees who are receiving stipends in their present positions shall continue to receive such stipends so long as they remain in that position.

C. LONGEVITY BENEFITS

1. Reference sub-section D of Section 4-72 of the Administrative Code. Each full time permanent employee in Grades 2 through 9 shall receive longevity compensation, in addition to their salary in accordance with the following schedule:

5-10 years of service	3 percent
10-15 years of service	6 percent
15-20 years of service	8 percent
20 or more years of service	10 percent

2. Longevity shall be in addition to salary and not restricted by the Salary and Wage Ordinance.
3. Any employee hired after January 1, 1977 shall not be eligible for longevity benefits.

D. SHIFT DIFFERENTIAL

1. A shift differential of five percent (5%) for work performed between the hours of 4:00 p.m. and 12:00 a.m. shall be in

effect in the Maintenance Division, Park Rangers, and Animal Control.

E. RANGER PROGRAM

Hours of Work:

4:00 p.m. - 12:00 a.m.
5:00 p.m. - 1:00 a.m.
6:00 p.m. - 2:00 a.m.

F. BUILDING MAINTENANCE

Hours of Work:

8:00 a.m. - 4:00 p.m.
8:30 a.m. - 4:30 p.m.
3:00 p.m. - 11:00 p.m.
3:30 p.m. - 11:30 p.m.
4:00 p.m. - 12:00 a.m.

Prior to changing these shifts the Township will notify the Union at least two (2) weeks in advance.

G. POLICE DISPATCHERS

Hours of Work:

6:00 a.m. to 5:00 p.m. (Day Early shift)
8:00 a.m. to 7:00 p.m. (Day Shift)
1:00 p.m. to Midnight (Swing Shift)
5:00 p.m. to 4:00 a.m. (Night Early Shift)
7:00 p.m. to 6:00 a.m. (Night Shift)

1. Effective January 1, 2004, dispatchers shall receive a shift differential of 5% paid proportionally to those hours worked between 7 p.m. and 8 a.m.
2. The number of hours subject to the shift differential on each permanent shift shall be as follows:

Early Day Shift - 6:00 a.m. to 8:00 a.m. (2 hours)
Day Shift - (None)
Swing Shift - 7:00 p.m. to Midnight (5 hours)
Early Night Shift - 7:00 p.m. to 4:00 a.m. (9 hours)
Night Shift - 7:00 p.m. to 6:00 a.m. (11 hours)

3. Prior to changing these shifts the Township will notify the Union at least two (2) weeks in advance.
4. Those dispatchers working the midnight shifts are entitled to a one (1) hour paid lunch but will not be permitted to leave the Police Department area.

H. TREATMENT PLANT, TOWNSHIP GARAGE

Hours of Work:

Laboratory: Mon. - Fri. 7:00 a.m. - 3:00 p.m.
 Sat. - Wed. 7:00 a.m. - 3:00 p.m.

Office Personnel: 7:00 a.m. - 3:00 p.m.
 7:30 a.m. - 3:30 p.m.
 8:00 a.m. - 4:00 p.m.

Prior to changing these shifts the Township will notify the Union at least two (2) weeks in advance.

I. ANIMAL CONTROL OFFICERS

Hours of Work

7:30 a.m. - 3:30 p.m.
11:00 a.m. - 7:00 p.m.
1:00 p.m. - 9:00 p.m.
8:00 a.m. - 4:00 p.m.

Prior to changing these shifts the Township will notify the Union at least two (2) weeks in advance.

J. CALL-IN COMPENSATION

All employees shall receive call-in pay for time not contiguous to their regular shift with a minimum of **four (4)** hours pay at the following rates:

1. Weekdays - straight time
2. Saturdays - time and one-half
3. Sundays - double time
4. Holidays - triple time, any triple time worked during regularly scheduled shift hours includes the holiday.

K. WORK SCHEDULE

1. The work week schedule shall consist of five (5) consecutive days and a total of thirty-five (35) hours except as otherwise provided for in this Article.

2. The regularly scheduled hours of work shall be 8:30 a.m. to 4:30 p.m. except as otherwise provided in this Article and except for those Engineering Inspectors who may be required to work 8:00 a.m. to 4:00 p.m. by their Department Head. Each employee shall be afforded a one hour lunch period during the aforesaid hours.

a. The following shifts may also be worked if the Township deems it necessary to do so. However, any changes shall be made in accordance with the Collective Bargaining Agreement

1. 7:30 a.m. - 3:30 p.m.
2. 8:00 a.m. - 4:00 p.m.
3. 10:00 a.m. - 6:00 p.m.

4. 11:00 a.m. - 7:00 p.m.

5. 2:30 p.m. - 10:30 p.m.

3. The regular starting time of work will not be changed without reasonable notice to the affected employees and without first having discussed such change and the need for same, with representative of the Union except as to such requirements as may in the judgment of either the Mayor, Business Administrator, and Department Head be necessary in a period of emergency.
4. Flextime should the need arise, shall be agreed to by the Township, the employee and the Union.
5. Schedule and other minor changes, other than as allowed by contract, made by the Township to accommodate a disability or hardship of an employee will be allowed. Notice of such changes in schedule will be forwarded to the White Collar Union. Notice shall not contain personal information or a description of the hardship or disability. (as per Memorandum of Agreement dated 11/12/02)
6. Dispatchers
Dispatchers shall work a schedule consisting of eleven (11) hour shifts (see Article VII, Section G). Days of work shall rotate starting on a Saturday, with two days on - two days off- three days on - two days off - two days on - and three days off then continuing to repeat the same pattern.

L. OVERTIME

Overtime shall be paid in cash on total salary at straight time from 35 to 40 hours. All hours worked beyond 40 hours shall be compensated at time and one-half (1-1/2).

Dispatchers are compensated for overtime for hours worked beyond seventy in their two-week period at straight time. All hours worked beyond eighty hours shall be compensated at time and one half (1-1/2).

M. SATURDAY, SUNDAY AND HOLIDAY WORK (Non Call Out Work)

Saturday work shall be compensated at time and one-half (1-1/2T). Sunday work shall be compensated at double time (2T). Holiday work shall be compensated at triple time, any triple time worked during regularly scheduled shift hours includes the holiday. This section shall apply only if the supervisor requests that overtime be worked and shall not apply to those who volunteer for separate secretarial work for separate boards outside the normal work day or to those employees who are scheduled to work Saturday, Sunday or Holidays as a regular part of the work week. Those employees working a holiday as part of their regular workweek shall be compensated with compensatory time, hour for hour. Work on the dispatcher's first scheduled day off shall be compensated at time and one-half (1-1/2T). Work on the dispatcher's second or third scheduled day off shall be compensated at double time (2T).

Hours worked beyond 35 hours and up to 40 hours in a workweek shall be compensated at the employee's regular rate of pay (1T).

However, when overtime hours are billable to an outside entity, the time worked from 35 to 40 hours in the workweek shall be compensated at one and one-half times (1-1/2T) the employee's regular rate of pay. The Township shall determine when this time is billable. Dispatchers shall be paid overtime only for those hours worked beyond seventy (70) in each two-week period of their schedule.

ARTICLE VIII

ADJUSTMENT OF ANNIVERSARY DATE

- A.** After the completion of one (1) year's employment, the individual shall receive the contract raise or the lowest level as indicated on the current year's salary guide, whichever is higher. No adjustment in salary will be made prior to the employee completing one (1) full year of service. Thereafter the anniversary date shall then become January 1st and the employee's salary will then be increased as per the union contract. However, when prior experience is given consideration at the time of hire and the individual is therefore hired at or above the minimum of the current year's salary guide, prior experience shall be so indicated on the individual's status form.

ARTICLE IX

HOLIDAYS

A. The official Holidays with pay which are observed by the Township are as follows:

New Year's Day	
Martin Luther King's Birthday	Observed
Lincoln's Birthday	
Washington's Birthday	Observed
Good Friday	
Memorial Day	Observed
Independence Day	
Labor Day	
Columbus Day	Observed
General Election Day	
Thanksgiving Day	
Day after Thanksgiving	
Christmas Day	

- B. If a holiday falls on a Saturday, the proceeding Friday shall be observed. If a holiday falls on a Sunday, the following Monday will be observed.
- C. Holidays taken by dispatchers will be prorated on an hourly basis based on a total of 91 hours. (13 holidays multiplied by 7 hours equals 91 hours).
- D. Dispatchers shall utilize holidays as scheduling allows at the discretion of the Chief of Police.

ARTICLE X

SICK LEAVE

A. General

1. General conditions

Sick leave is paid leave that may be granted to each full time employee who is unable through sickness or injury, to perform the duties of his/her position or who is quarantined by a physician because he/she has been exposed to a contagious disease. A certificate from the Township physician or the employee's physician shall be required as sufficient proof of the need for sick leave. In case of sick leave due to a contagious disease or exposure to same, a certificate from the Township Department of Health shall be required.

2. Sick Leave Allowance

Full time employees shall earn sick time at the rate of 1.33 days per month to a maximum of sixteen (16) days per year. All full time employees hired after the date of the signing of the contract shall earn sick-time at the rate of 1.084 days per month, for a maximum of 13 days per year. Sick leave can be accumulated without limit during the employee's length of service. Accumulated sick leave may be used by an employee for personal illness, illness in his/her immediate family, which requires his/her attendance upon the ill member, quarantine restrictions, pregnancy or disabling

injuries. No sick leave allowance will be paid in case of dismissal.

- a. Newly hired employees shall not utilize paid sick leave until the six (6) month probationary period is completed. Upon completion of the six- (6) month probationary period an employee will receive the allotted annual sick time allowance retroactively. However, any sick time taken during the probationary period shall be uncompensated and compensation shall not be retroactive.
- b. Any sick time taken by dispatchers will be prorated on an hourly basis at the rate of 10 hours per day from the 112 hours (16 days) for those hired prior to the date of signing of this agreement or 91 hours (13 days) for those employed after date of signing of this agreement of their annually allotted sick time.

B. 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 promptly as of the employee's usual reporting time. In those work situations where premium shift time exists, notice must be given prior to the employee's starting time.
2. Failure to so notify his/her supervisor may be justified in extenuating circumstances. If no such extenuating circumstances exist, the Business Administrator may deny the

use of sick leave for that absence and such failure to notify may constitute cause for such disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

C. VERIFICATION OF SICK LEAVE.

1. The Township has the right to request sick time verification whenever it deems it necessary. However, this shall not be done in an arbitrary or capricious manner.
2. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the Township, by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees. Employees incapable of resuming normal work duties shall be retired from employment or transferred to other duties at the discretion of the Administration.

D. PERSONAL DAYS

1. Three (3) of the contractually allotted sick days may be used in any calendar year as personal days. If they are not so used, they will remain as accumulative sick days.
 - a. Probationary employees shall not utilize personal days until the completion of the six- (6) month probationary period.

2. A personal day may be granted for occasions or business events, which cannot be handled during an employee's regular time off.
3. Except in cases of emergency, an employee will provide two (2) working days notice to his/her Department Head when requesting utilization of a personal day. All requests are subject to the approval of the Department Head or his/her designee.
4. Personal days shall not be taken consecutively and not in conjunction with vacation days or holidays, without prior approval.
5. Any personal days taken by dispatchers will be pro-rated on an hourly basis on a maximum of 21 hours (3 days).

E. OCCUPATIONAL ILLNESS OR ACCIDENT

As set forth in sub-section D (3) of Section 4-73 of the Administrative Code.

F. SEPARATION OF SERVICE - ACCUMULATED SICK TIME PAYMENT

Upon separation from service of the Township for any reason save for cause, all employees of the Township of Wayne who have been employed for at least one (1) year and are covered by the provisions herein, shall be entitled to payment of Twenty-Five Dollars (\$25) for each accumulated sick day after January 1, 1970. He/she shall be compensated in cash for the monetary value of his/her accumulated and unused sick time standing to his/her credit at the time of his/her separation from service. Such credit shall be computed at the time of separation of service and

be on a prorated basis at the applicable rate as stated in Article X. A,2 of this contract. In case of an employee's death in the service of the Township, payment shall be made to his/her estate.

ARTICLE XI

VACATIONS

- A. Full time employees paid on an annual salary basis shall be granted vacation leave, with pay, in accordance with the following schedule. However, new employees, who are serving the six- (6) month probationary period shall not utilize or be eligible for compensated vacation leave until after they have satisfactorily completed the probationary period.
1. If an employee is hired before July 1 of the calendar year, the employee shall be entitled to five- (5) day's vacation for that calendar year. If an employee is hired on or after July 1 of that calendar year, the employee shall be entitled to zero (0) day's vacation for that calendar year.
 2. Beginning January 1 of the second calendar year to the completion of five (5) years: ten (10) days;
 3. Start of the 6th year to the completion of the 10th year: fifteen (15) days;
 4. Start of the 11th year to the completion of the 15th year: twenty (20) days;

5. Any full-time employee hired after the date of the signing of this contract shall be entitled to a maximum of 20 days vacation.
 6. At the start of the 16th year, employees hired prior to the signing of this contract will receive one (1) additional day for each year of service in excess of fifteen (15) years to a maximum of twenty-five (25) days.
- B. Anyone who has more than three (3) weeks vacation due for the current calendar year will be able to carry over one week to the following year provided it is taken before March 1 of that following year. Otherwise the vacation time will be lost.
 - C. After January 1, 2004 an employee shall be permitted to accumulate a total of fifteen (15) days of unused vacation leave and shall be permitted only with the consent of the Department Head to carryover this time for a period of no more than two (2) years. Any carryover vacation time that is not used within the two years shall be lost.
 - D. Any vacation time taken by dispatchers will be prorated on an hourly basis based on the number of days the dispatcher is entitled to times 7 hours per day.

ARTICLE XII

INSURANCE

- A. All employees and/or their families covered by this Agreement will be covered by life insurance, medical insurance, hospital

insurance, major medical insurance including medical emergency coverage and dental insurance. The Township Health Plans A and B are described in Schedule C and D respectively. Effective the date of the signing of the contract all new hires/spouses/eligible dependents will not be covered by any health benefits for the first ninety (90) days of employment with the Township. Thereafter they will be covered by Plan B. Upon the death of an active employee, who has been employed by the Township for three (3) or more years, all health benefits for spouse and dependents will continued for a period of six (6) months at no cost, at which time the spouse may elect to continue medical coverage at his/her own expense at the Township group rates under Cobra.

- B.** A basic prescription plan shall be provided for each employee and his/her dependents at a cost of \$1.00 for generic drugs and \$5.00 for non-generic drugs per prescription. Effective January 1, 2004 a three-tier prescription plan shall be provided, for each employee and eligible dependents, as described below:

Generic - \$5.00

Preferred non-generic - \$10.00; and

Non-generic/non preferred - \$25.00

- C.** Each employee and spouse shall be reimbursed up to \$150.00 each in each calendar year for charges incurred for preventative care which would include one physical exam and/or routine immunizations.

- D. Each employee shall be reimbursed for the cost of an eye examination with a total cost not to exceed \$50.00 per annum, non-cumulative.
- E. A life insurance policy in the amount of one-half (1/2) of the employee's salary to a maximum of \$50,000.00 will be provided to the employee's heirs.
- F. All employees hired on or after February 1, 1993 and prior to the date of signing of the contract, earning \$20,001.00 or more on their date of hire or at any time thereafter will be subject to the following medical insurance co-pay:
1. Township will pay 100% of the cost of the employee's medical insurance, including dental and prescription and 50% of the cost of the medical insurance, including dental and prescription, for coverage of the spouse and/or any other dependents. (Plan A)
 3. The employee will pay the additional 50% of the cost to cover spouse and/or dependents. Beginning January 1, 2004 employees hired on or after February 1, 1993 but before January 1, 2004, are subject to the following payroll co-pay for medical insurance, dental and prescription coverage (Plan A) of their spouse and/or any other dependents:
 - Parent/Child - 3% of employee's gross base pay.
 - Husband/Wife - 6% of employee's gross base pay.
 - Family Coverage - 8% of employee's gross base pay or, 50% of the Township's cost, whichever is lower.

4. Beginning the date of signing of this contract all employees 90 days after date of hire shall be covered by medical insurance, including dental and prescription, hereto, referred to as Plan B and described in Schedule D.

Such covered will not be subject to payroll co-pay.

5. Future enrollment of spouse and/or dependents covered under either employee Plan A or B will be allowed on the first day of each quarter.

G. The Township reserves the right to change insurance plans and/or carriers or to self-insure, provided such coverage is equal to or better than existing coverage. In the event the Township decides to make a change, the Union will be notified in advance and if the Union does not agree that equal or better benefits are to be furnished, may within ten (10) calendar days after such notification by the Township request the appointment of an arbitrator under the provisions of Article XVII. The arbitration case will be handled on an expedited basis and no change will be made pending receipt of the decision of the arbitrator.

H. OPTIONAL MEDICAL INSURANCE PLAN

1. All employees hired on or after February 1, 1993 that are subject to the co-pay described in Section F may enroll at their option in the newly established medical insurance plan (Plan B) provided to all employees that are hired after the date of signing of the contract. Those eligible employees exercising this option shall have the right to

return to the traditional medical insurance plan or enroll in the optional insurance plan after the passing of one (1) full calendar year. The employee may enroll in the said plans during the prescribed open enrollment that immediately proceeds the period in which the change shall begin.

2. All employees that exercise their option to be included in the newly established medical insurance plan shall have no co-pay costs that are payable to the Township, the insurance plan manager, carrier, administrator or any other party unless specifically noted in Plan B located in Schedule D.

I LIABILITY COVERAGE - NURSES

The costs of liability coverage for Township activities for Township nurses will be paid for by the Township.

J. RETIREMENT BENEFITS

Pursuant to the authority granted to the Township by *N.J.S.A.40A:10-23*, the Township shall provide the following benefits:

- A. Any employee who is covered by this Bargaining Unit hired before January 1, 1993 who retires from the employment of the Township and who at the time of retirement has reached the age of sixty-two (62) years or older with at least fifteen (15) continuous years of service with the Township shall be entitled to receive at no cost the following

medical benefits for the retiree and his/her spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and X-rays at Township expense.
4. The ability to purchase major medical coverage and prescription drug coverage for himself/herself and spouse at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA all benefits shall cease.

B. Any employee who is covered by this Bargaining Unit who regardless of age retires from the employment of the Township and who at the time of retirement has twenty-five (25) years or more of service credit in the Public Employee's Retirement System and a period of service of twenty-five (25) continuous years with the Township shall be entitled to receive at no cost the following medical benefits for the retiree and his/her spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and X-rays at Township expense.
4. The ability to purchase major medical coverage and prescription drug coverage for himself/herself and

spouse at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA all benefits shall cease.

C. Any employee who is covered by this Bargaining Unit hired on or after January 1, 1993 and who at the time of retirement has reached the age of sixty-two (62) years or older with a period of service of twenty (20) years of continuous service with the Township at the time of retirement shall be entitled to receive at no cost the following medical benefits for the retiree and his/her spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and X-rays at Township expense.
4. The ability to purchase major medical coverage and prescription drug coverage for himself/herself and spouse at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA all benefits shall cease.

D. Any employee who was employed by the Township on or before the date of signing of this contract and who is covered by this bargaining unit, who retire at age sixty-

two (62) with a minimum of twenty (20) years of continuous service with the Township shall receive the following benefits for him/herself and spouse:

1. Hospital Coverage at Township expense
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase dental insurance for his/herself and spouse at his/her expense at the Township group rate.
5. The ability to receive coverage for the retiree, at the retiree's sole discretion, of either major medical or prescription insurance at the Township's expense. Once the retiree has selected, and has begun to receive, either major medical or prescription coverage the retiree cannot elect to substitute one for the other.
6. The ability to purchase major medical coverage and/or the prescription drug plan, for himself/herself and his/her spouse at his/her expense at the Township group rate.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue the coverage at his/her own expense under COBRA. Upon the

expiration of COBRA the spouse may elect to continue receiving these same benefits at his/her own expense at the Township group rate.

- E. Any employee who was employed by the Township on or before the date of the signing of this contract and who is covered by this bargaining unit, who retires at age sixty-five (65) with a minimum of twenty-five (25) years of continuous service with the Township shall receive, at no cost to him/herself and his/her spouse, the same health benefits that the employee and spouse received while employed by the Township.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon expiration of COBRA the spouse may elect to continue receiving these same health benefits at his/her own expense at the Township group rate.

- F. Any employee who was employed by the Township on or before the date of the signing of this contract, and who is covered by this bargaining unit, who retires with a minimum of thirty (30) years of continuous service with the Township, no minimum age, shall receive, at no cost to him/herself and his/her spouse, the same health benefits that the employee and spouse received while employed by the Township.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after

which time the spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA the spouse may elect to continue receiving these same health benefits at his/her own expense at the Township group rate.

- G. Employees subject to co-pay prior to retirement shall not be subject to any co-pay upon retirement.
- H. Life insurance in an amount equal to one-half of the employee's annual salary, to a maximum of fifty thousand (\$50,000) dollars at the time of retirement will be continued for the retired employee at no cost to the retired employee.
- I. Benefits granted at time of retirement for the employee and his/her spouse shall remain in effect for the life of employee and are not subject to reduction or elimination in future negotiations.
- J. Any retired employee whose medical benefits are granted by the Township must file an Affidavit with the Chief Financial Officer of the Township on January 1st of every year and not later than March 1st, in effect that he has not changed his status as a retiree or his/her marital status and that he/she has not been employed by a firm covering him/her or his/her spouse with a Hospitalization Plan. On February 1st, the Township will notify by Certified Mail, those retirees who are delinquent that they have the month of February to file. Failure to file will result in termination of benefits.

K. INSURANCE PLAN

1. All items and conditions of the traditional insurance medical plan (Plan A) that is provided to white-collar employees hired prior to the date of the signing of this contract and established in Schedule C shall remain in effect.
2. Schedule D (Plan B) shall apply to all employees hired after the date of signing of this contract and those employees who at their option switch from Plan A to Plan B during the open enrollment.

ARTICLE XIII

LEAVE OF ABSENCE WITH PAY

A. SPECIAL LEAVE.

All leave as provided for in Section 4-73(E) of the Administrative Code, including in sub-section (5) thereof, brother-in-law and sister-in-law as "immediate family". Furthermore, consideration for attendance at funerals for other than immediate family may be granted upon recommendation by the Department Head and approval of Administration.

B. ADDITIONAL LEAVE BY RESOLUTION OF COUNCIL.

1. Where a full-time Township employee has been injured in the line of duty, the Council may, upon the recommendation of the Mayor and within the applicable provisions of State statutes, pass a resolution giving the employee leave of

absence with pay for a period in excess of allowable period set forth in Section 4-73(D)(3) of the Administrative Code. If a resolution is passed, then a contract shall be executed between the employee and the Township, setting forth that the employee shall reimburse the Township from the moneys he might receive from worker's compensation payment or from possible legal settlement with the person or persons responsible for the injury.

2. During the period of occupational illness or accident where an employee receives compensation benefits under the Worker's Compensation Act and returns those cash benefits to the Township in exchange for his normal paycheck, that sick leave time charge will be prorated for that portion which is not covered by the compensation benefits.
3. In other cases of special hardship involving a protracted illness or disability, the governing body may, at the request of the Business Administrator and with the approval of the Mayor, and within the applicable provisions of State statutes, pass a resolution giving the employee a leave of absence with pay for a period in excess of the allowable period set forth in Section 4-73(D)(2) of the Administrative Code.

C. LEAVE FOR ATTENDANCE AT UNION CONFERENCES OR CONVENTIONS

Leave will be granted with pay to Union delegates to attend Conventions and Conferences not to exceed twenty (20) man days in the aggregate, during the year of the biennial AFSCME conference and not to exceed fifteen (15) man days in interim years.

D. UNION BUSINESS

The Township will grant such time off as is necessary for Union business as required; however, it must have the approval of the Business Administrator, who shall not deny the request unless it interferes with the operation of the Township. This shall apply for the following Union officials:

1. President
2. Secretary
3. Negotiating Committee which shall be limited to three (3) members
4. Grievance Committee of five (5) members (only one (1) Committee member shall represent each grievance).

ARTICLE XIV

LEAVE OF ABSENCE WITHOUT PAY

A. SPECIAL LEAVE

Military leave and leave for personal reasons shall be allowed as provided for in sub-section E of Section 4-73 of the Administrative Code.

B. UNION EMPLOYMENT

The Township agrees to grant one (1) year leave of absence without pay for any employee in connection with Union activity, the request for which may be extended by Agreement with the Township.

C. MATERNITY LEAVE.

Maternity Leave for pregnancy and confinement will be granted to employees. Such request must be accompanied by a written and signed physician's statement. Such leave will be granted for a period of six (6) months. The employee may exhaust all sick and vacation time in addition to such leave either before beginning the leave or at the end of the leave. Any salary raise or increment granted as a result of Union negotiations and becoming effective while an employee is on maternity leave shall be added to the employee's annual salary. This increase will only take effect upon the employee's return from such leave and will apply to services performed from that time forward.

ARTICLE XV

RETURN FROM AUTHORIZED LEAVES

An employee returning from an authorized leave of absence as set forth herein shall be restored to his or her original classification at the appropriate rate of pay with no loss of seniority.

ARTICLE XVI

SENIORITY, VACANCIES, LAYOFFS & RECALL

A. SENIORITY - DEFINITION

Seniority is defined as an employee's total length of full-time service with the Township commencing with the employee's latest date of hire. Time spent by an employee on a paid leave of absence shall be included for purposes of the employee's seniority and service time.

Time spent by an employee on an unpaid leave of absence does not count for purposes of the employee's seniority and service time.

1. Dispatchers who complete three (3) consecutive years in the job title of dispatcher, Grade 6 shall be promoted to the position of Senior Dispatcher, Grade 8.

B. LOSS OF SENIORITY

1. An employee shall lose his seniority for the following reasons:
 - a. He/she quits;
 - b. He/she is discharged and the discharge is not reversed;
 - c. If he/she does not return to work when recalled from suspension as set forth in the recall procedure;
 - d. If he/she does not return from sick leave or leave of absence;
 - e. He/she retires;

- f. He/she breaks service with the Township (as distinguished from a leave of absence).
2. An employee on an unpaid leave of absence who returns within one (1) year of the commencement of said approved leave of absence shall not lose any of the seniority earned prior to the commencement of such leave, but does not accrue any seniority while on the unpaid leave.

C. PREFERENCES

In the case of demotions, layoff, recall and vacation schedules employees with the greater amount of seniority shall be given preference, all other qualifications and conditions being equal.

D. VACANCIES

1. In the event a vacancy occurs, a new position is created, or an opportunity for promotion to a higher title within the bargaining unit occurs, and provided that the Township determines that it will fill a vacancy, such position availability including grade, title and salary range shall be posted in all departments for a period of five (5) days.
2. If no employee covered by this Agreement applies for the position within five (5) work days, it shall be assumed that no person within the bargaining unit desires such position and the offer may be withdrawn.
3. The Township shall establish reasonable job specifications for such vacancy, new position or promotion.

4. Should there be an interest among the employees in the bargaining unit, then such position shall be filled on the basis of qualifications with job specifications, except that where more than one employee applies for the position and they are both equally qualified, then seniority shall determine the selection. Where no employee applies for the position which meets the requirements and/or qualifications for the position, it may be filled from outside the organization by a qualified person. If a position is not filled within a ninety (90) day period, the job shall be posted as a new position.
5. In accordance with the procedures hereinabove set forth, when an employee is appointed to another classification within the unit, he/she shall be required to undergo a probationary period of ninety (90) days.
6. If the employee is demoted during the probationary period described in the previous paragraph, he/she shall be restored to an available position at their previous salary level and the matter of demotion shall not be subject to the grievance procedure.
7. In any case where an employee is promoted to a title with a higher compensation range, the salary for this employee will immediately be increased by \$1,000 for a one grade promotion and \$1,000. for each additional grade, or to the lowest level as indicated on the current year's salary guide,

whichever is greater. The aforementioned increase will be paid to the employee so long as the individual holds the new position. In the event the employee is demoted to a lower position, the increase will be removed.

8. When an employee is required to temporarily work in a lower title, he/she shall continue to earn the regular rate of pay of his/her regular title. No additional payment shall be made upon resuming duties of his regular title.
9. The Union will notify any employee of an open classification if this employee is on leave, sick, etc. and not aware of the new opening. The Personnel Department shall notify the Union by memo.
10. Employees temporarily assigned by their Department Head to any job opening shall be paid the rate established for the job if the employee serves in such job for ten (10) working days. Payment shall be retroactive to first day of said assignment after completion of the aforementioned ten (10) working days. Employees temporarily assigned to a job opening having a lower wage rate than their own shall not be subject to any wage reduction.
11. Temporary assignment of any member to a position outside of the Bargaining Unit that is not subject to overtime shall not receive overtime or be subject to the overtime provisions of the White Collar contract. (as per Memorandum of Agreement dated 11/12/02)

12. The White Collar Agreement shall be the governing document for purposes of grievances and members do not give up any rights other than as stated in #11 above, due to a temporary assignment to any positions not covered in the White Collar Agreement. (as per Memorandum of Agreement dated 11/12/02)
13. Calculation of the established rate shall be the difference between the top of the employee's current grade salary guide and the bottom of the grade salary guide for the temporary assignment and this difference added to the employee's current salary. Total compensation shall not be less than the bottom of the salary guide for the temporary assignment and shall not exceed the salary of the employee being temporarily replaced.

E. SENIORITY ROSTER.

1. The Township shall maintain an accurate seniority roster showing each employee's date of hire and classification. Such lists will be made available to the President of the Union upon request.
2. The Township shall promptly advise the Union of any changes which necessitate amendments to the seniority roster.

F. LAY OFF

1. DEFINITION - The term "lay-off" shall mean a reduction in working force.
2. Seniority shall prevail in case of lay-off as follows:

Probationary employees will be laid off first; senior employees will be laid off according to seniority by job classification within respective Divisions and Departments. Senior man shall demote to next appropriate title by Division and Classification within his/her respective Department, if qualified.

3. Employees to be laid off for an indefinite period will have at least seven (7) calendar days notice of lay-off. The Union Secretary shall receive a list from the Township of the employees being laid off on the same date such notices are issued to the employees.

G. RECALL PROCEDURE

1. When the working force is increased after a lay-off, employees will be recalled according to seniority, provided they meet the requirements of the job. Such notice of recall shall be in the first instance by telephone, except that should no personal contact be made with such employee by telephone for whatever reason, then the employee shall be sent notice of such recall by Certified Mail at his/her last known address. If an employee is recalled within six (6) months of his original lay-off date, he/she shall receive all previous benefits, including longevity.
2. If an employee fails to report for work within ten (10) days from the date of mailing of recall notice, and no personal

contact has been successfully accomplished by telephone, then he/she shall be considered a quit.

3. If an employee fails to report as ordered on completion of a telephone notification, then he/she shall be considered a quit. The telephone order will be confirmed by certified mail.
4. Recall rights for an employee shall expire six (6) months from the date of lay-off. Written notice of expiration of recall rights shall be sent to the Union.

ARTICLE XVII

SETTLEMENT OF DISPUTES

GRIEVANCE PROCEDURE

A. General

1. The purpose of this procedure is to secure promptly, and at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.
2. In the wording of this statement of procedures, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.
3. Any employee shall have the right to present this grievance through the steps described in the following paragraphs without restraint, interference, coercion, discrimination or reprisal.

4. If the Township does not answer a grievance or an appeal thereof within the specified time limits or any mutually agreed to extension, the grievant shall proceed to the next step of the procedure.
5. If, in the judgment of the Grievance Committee, a grievance affects a group of employees, the Grievance Committee may process and institute such a grievance through all steps of this grievance procedure, provided that group grievance shall not amend, modify or delete any provisions of this contract.
6. The term "working days" as used in this Article, shall not include Saturdays, Sundays, Holidays or the grieving party's sick days, vacation days, or scheduled time off.
7. Time limitations set forth in this Article may be waived by mutual agreement.

B. PROCEDURE

1. Definition

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of the Agreement, shall be settled in the following manner:

STEP ONE.

An employee who has a grievance may at the time that the grievance occurs or within ten (10) working days of the occurrence of the grievance notify his immediate Division Head of the grievance. Grievance not taken within the twenty (20) working days shall be conclusively deemed waived. The employee and the immediate Division Head shall attempt to resolve the grievance at the earliest mutually convenient time and place.

The employee has the right to the presence of the Steward during the attempt to resolve the grievance. In the absence of the Steward the employee shall have the right to the presence of a Union representative.

Immediate Division Heads and Stewards and their alternates will make decisions within the scope of their respective authority. A reply to a grievance at Step 1 may be oral and shall be given within five (5) working days of the receipt of the grievance. If no reply is received within that period, the grievance shall be deemed denied.

If a grievance is not settled, or is rejected, or is deemed denied by a failure of the immediate Division Head to reply at the Step I level, then the employee or the Union may within ten (10) working days proceed to Step 2. If the employee or the Union does not proceed to Step 2 within ten (10) working days, further grievance proceedings will be conclusively deemed waived.

STEP 2.

In the event that the grievance has not been resolved at Step 1, the employee or the Steward or a designated Union Grievance Representative shall present the grievance in writing to the Department Head within ten (10) working days. Within four (4) working days a meeting will be held at a mutually convenient time and place between the Department Head, the employee and the Steward. In addition, the employee has the right to have the presence of another local representative at this meeting. A written decision will be given within four (4) working days of the meeting. If the grievance has not been resolved or if the Department Head has not responded at Step 2 within ten (10) working days, further grievance proceedings will be conclusively deemed waived.

STEP 3.

In the event that the grievance has not been resolved at Step 2, the employee or the Union shall present the grievance in writing to the Office of the Mayor or his designee within twenty (20) working days of the failure to resolve the grievance. Within ten (10) working days a hearing will be held at a mutually convenient time and place between the Office of the Mayor or his designee, the Union Grievance Representative, and Staff Representative. Both parties may seek the advice of counsel to assist them in their decisions. A written reply shall be given to the Union within ten (10) working days of the hearing. Both parties may

have testimony given by appropriate persons including the aggrieved employee.

STEP 4.

In the event a grievance has not been resolved at Step 3, the Union, but not the employee, may within ten (10) working days submit the grievance to arbitration. Failure to so submit the grievance shall be deemed a conclusive waiver of the right to arbitration. An arbitrator shall be selected pursuant to the Rules and Regulations of the Public Employment Relations Commission.

1. The arbitrator shall conduct a hearing and render his decision in writing with Findings of Fact and Conclusions.
2. The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement and he/she shall be limited to consideration of only the terms expressed therein.
3. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
4. The decision of the arbitrator shall be final and binding on the parties, subject to the legal rights which the parties have under law.
5. The cost of the arbitrator shall be borne equally by the Union, the Township and all other expenses incurred by either side, including the presentation of

witnesses, will be borne by the side incurring same. However, upon timely request, the Township will make available for an arbitration hearing employees of the Township which the Union requests as witness(es) on its behalf. The Township shall make such employees available with the least disruption to the work of the Township and shall pay such individuals their regular straight time rate of pay during their regular working hours for such appearance.

C. MATTERS RELEVANT TO THE GRIEVANCE PROCEDURE

1. The Township will give written notification to the Union of grievance hearings or meetings beginning with Step 2 for all employees in the bargaining unit.
2. The Union reserves the right to have non-employee Union Representatives at all steps of the grievance procedure, except Step I and the Township also reserves the right to have non-employee representatives at all steps of these proceedings.
3. a. To the extent necessary, Grievance Committee members (limited to the appropriate Steward and the President or his/her designee) may, upon obtaining approval from his/her supervisor, investigate grievances during working hours without loss of pay, provided that such investigation of an already formalized grievance shall not exceed two (2) hours.

Approval for investigation time shall not be unreasonably denied.

b. A formalized grievance is defined as one which has been initiated at any step of the grievance procedure. A Grievance Committee member who is investigating an already formalized grievance at any step shall notify the supervisor in the work area where the grievance allegedly occurred of his/her intention to investigate a grievance and shall request the permission of the supervisor to proceed. Approval of the request will not be unreasonably denied.

4. The affected employee shall be present at each step of the grievance procedure.

D. GRIEVANCE COMMITTEE AND STEWARDS

1. The names of Officers and Stewards of the Local Union who may represent the employees shall be certified in writing to the Township by the Local Union. Individuals so certified shall constitute the Union Grievance Committee.

2. The Officers of the Union and Representatives of the Grievance Committee shall, when situations warrant, be free to bring to the immediate attention of the Mayor any conditions which may be a threat to the normal operating conditions of the Township, if he/she so finds and so rules, some other arrangements shall be agreed to.

3. Representatives of the Union who are not employees of the Township will be permitted to visit with the employees

during working hours at their work stations for the purpose of discussing Union representation matters as long as the Township's work does not suffer any undue delay in the opinion of the Administration, who shall be reasonable. Such representatives shall also be recognized by the Township as authorized spokesmen for the Union in meetings between the parties regarding employee representation matters.

4. A member of the Grievance Committee must be present at all grievance hearings.

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

- A. The procedure for taking disciplinary action or measures against any employee covered by this Agreement shall be as set forth in the following Sections.
- B. Disciplinary action or measures shall only include oral reprimand, written reprimand, suspension and discharge.
- C. Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Where the employer seeks the imposition of a suspension without pay, or dismissal from service, notice of such discipline shall be made, in writing, and served upon the employee. Discipline shall only be imposed for just cause. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the

notice. The written notice shall be served upon the employee at the time the discipline is imposed and shall contain a full description of the specified acts and conduct, including reference to dates, times and places, when relevant. The Union shall be notified in writing of such action within twenty-four (24) hours.

- D. An employee shall not be disciplined for acts which occurred more than ninety (90) days prior to the imposition of the charges, or more than ninety (90) days after the Township learns of a punishable act, or identifies the responsible person.
- E. A grievance filed as a result of suspension or termination may be initiated at the third step of the grievance procedure.

ARTICLE XIX

SAFETY AND HEALTH

A. TOWNSHIP RESPONSIBILITY

- 1. The Township shall at all times endeavor to maintain safe and healthful working conditions and provide employees with tools or devices to promote the safety and health of said employees.
- 2. An employee has a reasonable right to refuse to perform work which the employee believes with reasonable justification will present a safety and health hazard to such employee. The employee's refusal is at his/her own peril and may, if

not justified, subject the employee to discipline, including discharge.

B. SAFETY COMMITTEE

The Township and the Union shall designate a Safety Committee Member. It shall be their joint responsibility to investigate and recommend a correction of unsafe and unhealthy conditions. They shall meet periodically, as necessary, to review conditions.

C. USE OF SAFETY EQUIPMENT

Any employee failing to use the safety equipment provided will be subject to disciplinary action including discharge.

D. PROTECTIVE CLOTHING/UNIFORMS

1. All field personnel covered under this Agreement shall have protective coveralls furnished to them as necessary.
2. Nurses shall receive a yearly credit of up to \$250.00 for the purchase of uniforms and shoes. Said purchases must be made from an authorized Township vendor. Vendor shall then submit voucher to the Township for payment.
3. All inspectors will be provided with winter jackets as necessary.
4. Effective January 1, 2004 Police Dispatchers and Park Rangers will receive a yearly credit of up to \$400. for the purchase of uniforms. Said uniforms must be purchased from the Township's authorized vendor. Vendor shall then submit voucher to Township for payment.

- a. After a dispatcher has successfully completed six (6) months of his/her twelve (12) month probationary period, he/she shall receive the following:
 1. Three (3) shirts.
 2. Two (2) pairs of pants.
 3. One (1) pair of shoes.
 4. One (1) belt.
 5. One (1) nameplate.

5. The Township will supply all Building Maintenance personnel with six (6) uniforms per year, which shall consist of the following:
 1. six (6) pairs of pants.
 2. Six (6) shirts.
 3. Two (2) lightweight jackets.
 4. Two (2) pairs of safety shoes.
 5. One (1) winter jacket per year when necessary.

6. Effective January 1, 2002 and each year thereafter the Township shall provide clothing maintenance allowance to employees working in the job titles found in Schedule E. Clothing allowance shall be payable July 1 of each year as follows:
\$350 year 2002 and 2003
\$400 year 2004

\$450 year 2005

\$500 year 2006

ARTICLE XX

JOB DESCRIPTIONS

- A. In the event that the Township establishes a new bargaining unit job title or changes the duties as described in the generic job description of an existing job title, the Union will be notified, in writing of the new job title. Such notice will be provided prior to implementation date of the new title, except in case of an emergency. The notice shall contain the new job description and/or the changed generic job description, and the proposed grade range.
- B. If requested by the Union within fifteen (15) days of said notification, the Township and the Union shall negotiate the grade range assigned subject to the Public Employment Relations Commission rules and law governing negotiations.
- C. Should the parties fail to agree on an appropriate salary range for the new or changed job prior to implementation of the title, the Township retains the right to set the initial grade range while continuing negotiations on the subject.
- D. In the event the parties disagree as to whether a new or changed job should be placed in the bargaining unit, the parties retain their rights to pursue settlement of the dispute through

procedures established by PERC, or through the contractual grievance procedure, as appropriate.

ARTICLE XXI

EDUCATION

1. Educational expenses limited to the course fees and registration fees will be reimbursed by the Township if courses taken directly relate to the individual's position. Reimbursement shall be made upon satisfactory completion of said course, which must have prior approval of the Department Head.
2. Any employee who is required to attend an educational or training program on his/her regularly scheduled days off shall be compensated at the rate of 1-1/2 times his/her regular rate of pay for the first day following his/her regularly assigned five (5) day workweek. If his/her attendance is required for the second day following his/her regularly assigned five (5) day work week, he/she shall be compensated at two (2) times his/her regular rate of pay.

ARTICLE XXII

EQUAL TREATMENT

The Township and the Union agree that there shall be no discrimination for reasons of sex, nationality, race, religion, age or marital status, political affiliation, or Union membership or non-membership or Union activity or non-activity.

ARTICLE XXIII

MEETINGS

A. BETWEEN THE TOWNSHIP AND UNION

It is agreed that the representative of the Township and the representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concerning matters which are not necessarily a grievance as such. The purpose of the meeting shall be noted in writing prior to the meeting and mailed or delivered by hand to all interested parties.

1. Union

Township agrees to permit the Union the use of Council Chambers or Health Center Meeting Room for the purpose of holding the Union's meetings after working hours when no conflicts with previously scheduled meetings exist.

2. Union Board of Directors Meeting

Township agrees to permit the Union the use of the Health Center Meeting Room for the purpose of meetings to be held by the Board of Directors, said meeting to be held during lunch hours or after normal working hours, providing no conflict with previously scheduled meetings exists.

ARTICLE XXIV

MISCELLANEOUS

Bulletin Boards will be made available by the Township for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

ARTICLE XXV

SEVERABILITY

- A. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. Therefore, the Township and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement.
- C. Should any provisions of this Agreement be held illegal and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that part declared

illegal and unenforceable had never been incorporated in this Agreement, and in such form the remainder of the Agreement shall continue to be binding upon the parties hereto.

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of 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.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXVII

DURATION

This Agreement shall be effective as of the 1st day of January 2002 and shall remain in full force and effect through the 31st day of December, 2004. A successor Agreement shall become effective as of the 1st day of January, 2005 and shall remain in full force and effect through the 31st day of December, 2006.

ARTICLE XXVIII

CONTRACT

The Township agrees to furnish to the Union twenty-five (25) copies of this contract, duly executed.

It is understood and agreed that all matters included in the existing contract and not specifically discussed during negotiations shall continue in any new contract that is negotiated and agreed to.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their corporate seal to be hereto affixed, the day and year first above written.

ATTEST:

COUNCIL 52, LOCAL 2192
AMERICAN FEDERAL OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

SECRETARY

By: _____
Tom Cantisano
PRESIDENT

COUNCIL 52, LOCAL 2192

By: _____
CAROL LANNI
STAFF REPRESENTATIVE

ATTEST:

TOWNSHIP OF WAYNE IN THE
COUNTY OF PASSAIC

Kathy Pusterla
Township CLERK

By: _____
Scott Rumana
MAYOR

STATE OF NEW JERSEY)
) SS:
COUNTY OF PASSAIC)

I CERTIFY that on _____, Kathy Pusterla personally came before me and this person acknowledged under oath to my satisfaction, that:

- (a) This person is the Township Clerk of the TOWNSHIP OF WAYNE, the corporation named in the attached document;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is Scott Rumana the MAYOR of the corporation;

- (c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

Kathy Pusterla

Sworn to and Subscribed

before me the date aforesaid

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

I CERTIFY that on _____
personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the _____ of LOCAL NO 2192, COUNCIL NO. 52, AFL-CIO, the corporation named in the attached document;
- (b) This person is the attesting witness to the signing of this document by the proper corporate _____ who is _____, President of the corporation;
- (c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

Secretary

Sworn to and Subscribed
before me the date aforesaid.
