

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ALLIED PUBLIC WORKS EMPLOYEES OF PISCATAWAY  
AFFILIATED WITH LOCAL 255, UNITED SERVICE WORKERS, IUJAT,

AND

TOWNSHIP OF PISCATAWAY

FOR THE PERIOD  
1 JULY 2009 THROUGH  
31 December 2014

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ARTICLE I: AGREEMENT AND RECOGNITION

This Collective Bargaining Agreement entered into this 23 day of June 2011 by and between Piscataway Township, New Jersey (hereinafter called "Township") and the Allied Public Works Employees of Piscataway Affiliated with Transportation Communications International Union (hereinafter called the "Union") represents the complete and final understanding on all the bargainable issues between the Township and the Union.

The Township recognizes the Union as the exclusive collective negotiations agent for all full and permanent part-time employees who are represented by the Union. The following titles shall be excluded from the bargaining unit: seasonal, managerial, and confidential employees.

ARTICLE II: PROBATION PERIOD

- A. Every person hired or appointed shall be deemed to be a temporary employee and on probation in the position into which he is hired or appointed for a period of six (6) months.
- B. At the conclusion of an employee's probationary period a written notice of successful completion of the probationary period will be provided to the employee and the Union.
- C. All employees hired after January 6, 2006 shall only be entitled to pro rata accumulation of leave benefits upon any separation of service. The pro rata leave calculation shall be performed in the calendar year in which they separate. They shall earn leave time as other employees during the term of employment.

ARTICLE III: MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section A.

Except as expressly modified or restricted by a specific provision of this agreement, the Township retains and reserves unto itself, at its sole and exclusive discretion and judgment, all statutory and inherent powers, rights, authority, prerogative, duties and responsibilities conferred upon or vested in it prior to the signing of this agreement, or which may hereafter be conferred upon and vested in it by the Laws and Constitution of the State of Jersey and of the United States. These include, but are not limited to, the right to:

- a. Management and administrative control of the operation of the Township and its properties and facilities and the activities of its employees;
- b. Hire all employees and to determine their qualification and fitness for continued employment or assignment and to promote and transfer employees;
- c. Suspend, demote, discharge or take other disciplinary action for cause;
- d. Determine the methods, means and personnel by which Township operations are conducted;
- e. Determine the content of job qualifications and duties;
- f. Take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.

Section B.

The management and direction of the workforce shall be at the sole discretion and the sole responsibility of the Township, and except as otherwise provided herein, the Township retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct,

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designate, schedule and assign duties to the workforce; subcontract; plan, direct and control the entire operation of the workforce; discontinue, consolidate or reorganize any department or division, move any or all operations to any location or discontinue the same in whole or in part; make technological improvement; install or remove equipment regardless of whether or not such action cause a reduction of any kind in the number of employees or transfers in the workforce, or requires the assignment additional duties to the employees in the workforce, or cause the elimination or addition of titles of jobs; determine the amount and frequency of overtime to be worked and relieve employees from duty for reasons of economy or for other legitimate reasons; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Township prior to the execution of this agreement, except as limited herein.

Section C.

All rights, powers, discretion, authority and prerogative possessed by the Township prior to the execution of the agreement, whether exercised or not, are retained by and are to remain exclusively with Township.

Section D.

That notwithstanding anything contained in any of the above sections 'A' through 'C', it is expressly agreed and understood that any and all practices that may have developed over the years are preserved and deemed to continue.

ARTICLE IV: GRIEVANCE PROCEDURE

Section A. Purposes

1. The purpose of this procedure is to secure, at the lowest level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. 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 to discuss a matter informally with any appropriate member of his departmental supervisory staff, at a mutually convenient time, provided there is no undue interference with departmental operations.
3. Disputes concerning terms and conditions of employment governed by state or federal statute or state federal administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not proceed beyond Step 3. Nothing herein contained shall prevent the employee or the Union from seeking appropriate administrative or judicial relief.

Section B. Definitions

1. A grievant is defined as any individual or entity, which has been, is being or may be affected by any issue, controversy, dispute or application as indicated in the definition of a grievance. The Union may initiate or file a grievance on behalf of an injured or unavailable Employee.
2. A grievant is defined as any bargaining unit employee or party to this agreement who has a grievance as defined herein. The Union may file a grievance on behalf of two or more employees if the grievance involves common issues of fact and law.
3. A written grievance shall comply with the following criteria:
  - a. It shall set forth the name of the employee(s) and/or party alleged to be aggrieved.
  - b. It shall set forth the date of the occurrence or event giving rise to the grievance.
  - c. It shall set forth a concise statement of the facts giving rise to the grievance.
  - d. It shall state the specific section of the agreement, policy or administrative decision, which forms the basis of the grievance.

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- e. It shall set forth the specific relief requested.

Section C. Steps of the Grievance Procedure

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

STEP ONE: Department Head

- a. An attempt shall first be made to settle the dispute between the employee, steward and supervisor. In the event no agreement is reached, the grievance shall be reduced to writing and submitted to the Department Head. An aggrieved employee shall institute action under the provisions hereof by filling a written grievance as defined in B.3 above, within five (5) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee, his steward, and his supervisor, for the purpose of resolving the matter informally. Failure to act on the part of the grievant within said five (5) working days shall be deemed to constitute an abandonment of the grievance.
- b. The Department Head shall meet with the shop steward and grievant and render a decision within seven (7) working days after the receipt of the grievance.

STEP TWO: Administration

- a. In the event the grievance has not been resolved at Step One, then within five (5) working days following the determination of the Department Head, the matter may be submitted to the Mayor or his/her designated representative.
- b. The Mayor and/or his/her designated representative shall review the matter and make a determination, within ten (10) working days from the receipt of the complaint.
- c. The Township may request that the grievant and steward be present during all meetings. Meetings will be normally scheduled after 3:30 PM, or at such time as may be agreed upon by both parties. A meeting called by management during working hours, which an employee is asked to attend, by management, shall not result in a pay penalty for any attending employee.

STEP THREE: Public Employment Relations Commission

Should the aggrieved person be dissatisfied with the decision of the Township authorities, or if no decision is rendered in the prescribed time, the matter may be submitted to arbitration by the Association in the following manner:

1. A request for an arbitrator shall be made to the Public Employment Relations Commission or the New Jersey State Board of Mediation according to the rules and regulations of each respective agency. The parties agree to be bound by the procedures of the selected agency.
2. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance and any applicable Federal and State laws and cases. The arbitrator shall have no authority to add to, modify, detract from or alter in any way, the provisions of the Agreement.
3. The arbitrator's decision shall be set forth in writing with his reasons for the decision and be rendered within thirty (30) days after the formal date of the hearing, which

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decision shall be final and binding upon the parties.

4. The cost of the services of the arbitrator shall be borne equally between the Township and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

The Shop Steward shall participate in the grievance procedure at Step One through **Three**.

ARTICLE V: SENIORITY & JOB POSTINGS & LAYOFF

- A. When the factor of skill and ability are reasonably equal, seniority will be the determining factor. Seniority, which is defined as continuous employment with the Township from the date of last hire will be given due consideration by the Township in accordance with the terms of this Agreement.
- B. Permanent part-time employees represented by the bargaining unit will be laid off before full time employees represented by the bargaining unit.
- C. All employees who are laid off shall retain recall status for one (1) year from the last date of being laid off.
- D. All job openings shall be posted on the bulletin board(s) in the normal or usual work areas for at least five business days. The senior employee(s) among all employees shall have the first opportunity to fill the posted vacancy. It is understood and agreed that employees seeking positions pursuant to the above language must meet the necessary qualifications. Each job posting list with signatures of interested employees will remain active for a period of six (6) months from date of posting.
- E. When out of title assignments resulting in the assignment of greater than one thousand hours per calendar year (excluding any overtime hours) in any one classification then that classification shall be filled on a full time basis pursuant to the normal posting procedures above.
- F. When a full-time position becomes vacant, permanent part-time employees will be given first opportunity to fill the position if no full-time employee posts for the position.

ARTICLE VI: UNION REPRESENTATIVES

- A. The Union shall be allowed to conduct normal business meetings on Township property, during non-working hours only, provided that the Union requests permission to do so at least two weeks in advance. Approval of such request shall not be unreasonably denied.
- B. One Shop Steward may be elected to represent the Union in grievances with the Township. Each Division shall elect its Steward and the Union shall furnish the Township with a list of Stewards. There shall be one Chief Steward, who shall be elected by the Committee of Stewards.
- C. The President, Vice-President, and Chief Shop Steward shall each be allowed three days off per year, with pay, to attend to union business such as grievance and discipline training, seminars, conventions, etc. Such request for time off shall not interfere with the Employer's ability to complete essential tasks for the requested days off. Requests for time off shall be made by the Local 255 Business Agent at least two (2) weeks in advance for no more than two people at one time. Requests shall not be unreasonably denied.

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ARTICLE VII: HOURS AND OVERTIME

- A. The normal working week shall consist of a forty (40) hour workweek consisting of five (5) eight (8) hour working days.

The normal work hours during the months of July and August will be from 6:00 am to 2:30 pm except for special assignments.

- B. Employees who work overtime beyond their regular work week, on their first day of rest (normally Saturday) shall be paid at the rate of time and one-half, and employees who work overtime on their second day of rest (normally Sunday) shall be paid double time for those hours worked. The minimum "call in" for over time will be two hours.
- C. Employees who work overtime, beyond their regular work day, shall be paid at a rate of time and one-half for such additional time worked, in one-half hour increments.
- D. Overtime shall be distributed based on the new agreed "call in" overtime policy. (Appendix – MOA One) If management or the union identifies persisting problems relating to the implementation of the Overtime Memorandum, dated January 14, 2003, further discussions shall ensue between the parties.
- E. Overtime provisions of this Article shall apply to full time employees with preference to permanent employees. Where possible, no probationary employees, except in emergencies, shall be called for overtime duty on days off
- F. All work performed beyond the sixteenth (16) hour of any one workday shall be compensated for at the rate of double the employee's normal hourly rate. The Township reserves the right to release employees for proper rest and schedule.
- G. All overtime work worked and paid for shall be in full compliance with the terms and conditions of this Agreement or any applicable local ordinance, state or Federal law.
- H. An overtime chart bearing the names and status of employees regarding overtime shall be posted in each Division, and shall show the hours worked and refused by each employee. The bargaining unit will administer the overtime chart.
- I. During fieldwork, when lavatory facilities are not available, the Township will provide clean-up materials.
- J. Employees shall be granted relief periods totaling fifteen (15) minutes for each four hours worked. Break times will be 9:30 AM to 9:45 AM and 2:00 PM to 2:15 PM. The supervisor may modify these times according to special work situations.
- K. The parties recognize that the nature of the services performed by public works personnel require that members of the department be on duty on a twenty-four (24) basis, regardless of adverse weather or other extraordinary conditions which might be cause to excuse non-emergency personnel from attendance to their duties during such periods. As a result thereof, no additional compensation or other allowance shall be made to public works personnel based upon other municipal employees being excused from attendance at work as a result of adverse weather or other extraordinary conditions. This provision shall not apply to situations wherein a holiday or partial holiday is declared for other municipal employees.
- L. Permanent part-time employees are not eligible for overtime pay until they have worked forty (40) hours during the workweek.
- M. Permanent part-time employees are not eligible for overtime call in until the call-in list for full-time employees in the bargaining unit is exhausted.
- N. All opportunities for overtime as the result of an extended normal workday will be offered to full-time employees first.

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ARTICLE VIII: HOLIDAYS

A. The following holidays shall be recognized:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday (third Monday in February)
5. Good Friday
6. Memorial Day (last Monday in May)
7. Independence Day
8. Labor Day
9. Columbus Day (second Monday in October)
10. Veteran's Day
11. Election Day
12. Thanksgiving Day
13. Day after Thanksgiving Day
14. Christmas Day

B. Employees who work on the recognized holidays noted in this Article shall be paid at the rate of straight time for holidays, as such, plus time and one-half for the actual time worked in increments of one-half hour during the holidays (See Article VII Section C).

C. All holidays that fall on Saturday, shall be celebrated on the previous Friday, and those that fall on Sunday, shall be celebrated on the following Monday, subject to statutorily mandated holiday designation.

ARTICLE IX: PERSONAL DAYS

There shall be an allowance of two personal days during each calendar year. In addition, there will be an allowance of one-half personal day to be taken on Christmas Eve, and one-half personal day to be taken on New Year's Eve for a total of three (3) days or 24 hours of personal leave. As to the one-half personal days referred to in the preceding sentence, they may be combined as one full personal day only if the employee is on previously approved vacation during either Christmas Eve day or New Year's Eve days. All Personal Days must be used by December 31<sup>st</sup> of each calendar year. Any time not used by this date will be lost.

Employees hired after January 6, 2006 shall receive pro-rated personal days upon any separation of service.

ARTICLE X: SPECIAL ALLOWANCE

The personal equipment allowance shall be - \$553 This allowance shall be paid on April 1 each year.

ARTICLE XI: CLOTHING ALLOWANCE

A clothing allowance will be available July 1 of each year. The employee will buy from the township vendor. The following allowance shall apply \$375.00

Newly hired employees shall receive the full complement of clothing in their first year of

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employment with the Township.

ARTICLE XII: VACATIONS

- A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of employment. A person is not eligible for vacation during his probationary period.
- B. For all employees having from one (1) through five (5) years of employment with the Township, their vacation entitlement shall be eleven (11) days. For employees hired after June 1, 2011 the entitlement will be ten (10) days.
- C. For all employees having from six (6) through ten (10) years of employment with the Township, their vacation entitlement shall be eighteen (18) days. For employees hired after June 1, 2011 the entitlement will be fifteen (15) days.
- D. For all employees having from eleven (11) through fifteen (15) years of employment with the Township, their vacation entitlement shall be nineteen (19) days.
- E. For all employees having from sixteen (16) through twenty-four (24) years of employment with the Township, their vacation entitlement shall be twenty-three (23) days.
- F. For all employees having twenty-five (25) years and over of employment with the Township, their vacation entitlement shall be twenty-four (24) days.
- G. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Department Head, unless the Department Head determines that it cannot be taken because of the pressure of work. Any unused vacation may be carried forward into the next succeeding year and taken within the first three (3) months in full compliance with the local ordinance pertaining to vacation entitlement or accumulation. Vacation entitlement can be taken at any time between January and December of any calendar year. Out of season vacation shall not be forced during two (2) consecutive years.
- H. Employees shall be permitted to split up to three vacation days provided that the employee gives 48 hours advance notice to his/ her supervisor.

Employees hired after January 6, 2006 shall receive pro rated vacation upon any separation of service.

ARTICLE XIII: HEALTH BENEFIT PACKAGE

- A. The Township shall provide a mutually agreeable health benefit package that includes hospitalization, medical, major medical, prescription, optical and dental insurance to all full-time employees who are members of the bargaining unit and their dependents. Effective May 1, 2006 or such time thereafter as determined by the Township, the traditional insurance option shall no longer be available.
- B.
  - 1. Effective July 1, 2011 the prescription co-pay shall be \$5 for generic drugs and \$25 for brand name.
- C. The co-pay for PPO remains at \$15.00 per visit and POS remains at \$10.00 per visit.
- D. There will be no effect to the dental plan
- E. The unlimited PPO lifetime benefit is maintained.
- F. All employees will pay 1.5% of their salary towards health benefits. In the event it is determined that the Township of Piscataway employees are required to contribute more than the 1.5% per the above, the parties agree to reopen the wage portion of the CBA to negotiate the impact of

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the increase in employee's health insurance contribution.

G. Effective July 1, 2011, if an employee's spouse is employed by the Township, only one coverage will be provided.

Any full-time Township employee may choose, at his or her sole option, not to be enrolled in the health insurance plan provided by the Township. Any employee so choosing shall be eligible to receive reimbursement, lump sum, as provided herein, in lieu of receiving health, dental or prescription insurance benefits from the Township in accordance with the following payments:

	FAMILY COVERAGE HUSBAND AND WIFE	PARENT AND CHILD
Health	\$2,250	\$1500
Dental	\$ 450	\$ 300
Prescription	<u>\$ 300</u>	<u>\$ 200</u>
	\$3,000	\$2,000

An employee who chooses not to accept health insurance coverage must provide satisfactory proof in writing that employee is covered by health insurance provided by his or her spouse, or by other means by providing notice of such coverage forthwith. The Township Business Administrator shall decide whether such notice is satisfactory. The lump sum payment referred to in this Article shall be said on the last payday in December of each year. Any employee who chooses not to accept health insurance coverage who leaves the Township employment in good standing shall be entitled to a pro-rata share of the payments set forth above at the time of his or her separation from Township employment. Otherwise, such payments shall be made on the last payday of the completed year. All calculations for any payments hereunder shall be on a pro rata basis calculated upon the differential between the lump sum payment provided for in the prior agreement and the lump sum payment in this agreement. The reimbursement provided herein shall not be considered wages or any other compensation for the purpose of calculating retirement benefits, seniority benefits, longevity benefits, or for any other purpose. If an employee who chooses to accept the in lieu of payment wishes to re-enroll in the Township's health insurance coverage he/she may do so by completing the required application forms only during the carrier's scheduled open enrollment period. The employee will be required to complete the usual waiting period.

For full time employees who had been permanently disabled under circumstances arising out of, and in the course of, their employment with the Township, the Township will provide, at no cost to the employee, a health benefits package enjoyed by employees who are actively working.

The Township will provide Lyme disease testing once per year at the option of the employee and at no cost to the employee.

ARTICLE XIV: SICK LEAVE AND DISABILITY

A. Service Credit for Sick Leave

1. All permanent 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. Sick leave may also be used in day increments, for short periods to attend to a spouse who is seriously ill. An employee may also take sick leave in day increments, consistent with

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requirements of the FMLA and FLA where applicable.

B. Amount of Sick Leave

1. During each year covered by this agreement, each employee shall be entitled to twelve (12) sick days. For employees hired after June 1, 2011 the entitlement will be ten (10) days. Any unused days can be accumulated for use towards any future illness, until such time as thirty (30) days are accumulated. Once thirty (30) days have been accumulated, five (5) days of unused annual sick days can annually accrue towards early retirement. Any unused number of sick days in any year, greater than five (5) can be used as compensatory sick time. Compensatory sick time can be utilized in the same manner as personal time. Compensatory sick time not used within the next calendar year will be lost.
2. Any amount of sick leave allowance accrued toward early retirement shall accumulate to the employee's credit from year to year up to a maximum of 240 days. However, in no event shall the amount paid exceed \$15,000 per employee for any employee hired after 1 September 1999. For employees hired after June 1, 2011 the amount paid shall not exceed \$7,500.
3. Any accumulated sick days shall be paid to the heirs or designated beneficiary of any employee who dies while in the employee of the Township.
4. Employees hired after January 6, 2006 shall receive pro-rated sick days upon any separation of service.
5. Permanent part-time employees, who work at least 25 hours per week and after two full years of employment, shall be entitled to three (3) days, equivalent to twenty-four hours, of sick leave per year.
6. Permanent part-time employees may not carry over sick leave nor will unused sick time be paid upon separation from service.

C. Reporting of Absence on Sick Leave

1. If any employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly, prior to the employee's starting time.
2. Absence without notice for four (4) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. The Department Head may require proof of illness of an employee on sick leave whenever such requirements appear reasonable in accordance with established policy. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
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 designated by the Township provided that the examination is (i) job related; (ii) consistent with business necessity; (iii) only requesting information with respect to the medical condition for which the employee took leave. Such examination shall establish whether the employee is capable of performing his normal duties with or without reasonable accommodations and that his return will not jeopardize the health of other employees.

E. Long Term Disability Benefits

A description of the current LTD program, as amended herein, is annexed to the collective

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bargaining agreement as Exhibit B.

ARTICLE XV: WORKERS COMPENSATION

Definition: For the purpose of this section, the term "incident" refers to an employee being out of work for a full day. For this contract, the trigger date for an incident will be retroactive to January 1, 2003.

When an employee is injured in the line of duty, the following pay schedule shall apply:

First incident - 1 full lost workday or more -	100% of pay
Second incident	85% of pay
Third incident	70% of pay

The employee will have the option to use his or her own sick time, up to seven (7) days, to avoid a lost time incident. If the employee goes without an incident for a period of two (2) years from their last incident, they will move to the highest percentage rate of pay. For example, if an employee is currently at 70%, and they go two (2) years without an incident, than they will go to 100% pay.

ARTICLE XVI: TERMINATION LEAVE

Each employee is entitled to a termination leave at the time of retirement equal to three (3) days for each full year of employment prior to January 1, 1971.

ARTICLE XVII: DEATH IN FAMILY

- A. Leave, with pay, not exceeding three (3) working days shall be granted to any employee in the event of death in his immediate family. Said leave may be extended in special cases. The term "immediate family" is intended to include the employee's spouse, child, parent, brother, sister, or grandparents; and, the child; parent, brother, sister or grandparents of his spouse, and all step relatives of similar degree. The Township may require proof of death.
- B. In the event of the death of a household resident similar to the relationship of a spouse, leave with pay shall be granted for one day. Said leave maybe extended in special cases.
- C. Leave must be taken during the time period of the funeral, wake and/or burial or for preparations leading up or immediately after the above.
- D. Any postponement of leave due to extenuating circumstances will be considered on a case by case basis and shall not be evidential as a past practice.

ARTICLE XVIII: SALARIES AND COMPENSATION

- A. The schedule of wages for Public Works employees for each year of the contract is contained in Exhibit A which is attached hereto and made a part hereof. The salary scale and plan have been designed as follows:
  - January 1, 2011 – 2%
  - January 1, 2012 – 2%
  - January 1, 2013 – 2%
  - January 1, 2014 – 2%

The formula for converting wages from an hourly rate to an annual wage shall be the individual's

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hourly rate multiplied by 2080 hours.

- B. Effective January 1, 1989, each employee who has completed fifteen (15) years of service with the Township shall receive a differential payment consisting of 2% of the top salary contained in the Parties Agreement for the Employee's position. This benefit will not apply to any employee hired after July 1, 2002.
- C. The entrance wage level shall be established and become part of this Agreement. During the term of this contract, each employee, except Public Works Assistant, shall progress one fourth (1/4) of the differential amount to the next highest rate every six months so that he is at the top of his rate at two (2) years of service.
- D. If the Township assumes responsibility for performing state inspections, then the senior mechanics shall receive an additional \$400 per year.
- E.
  - 1. The Public Works Assistant will progress one-eighth (1/8) of the differential amount to the next highest rate every six (6) months so that he is at the top of his rate at four (4) years of service. All Public Works Assistants who are currently at the 4<sup>th</sup> step or above shall be put at the top rate of their pay scale effective 7/1/2002. All other Public Works Assistants will be placed in the new step scale based on their years of service. The employee will then receive their next increment six months from their last increment step. (See Exhibit C)
  - 2. Any employee promoted into the classification listed below shall be paid the maximum wage rate upon the effective date of the promotion.

Traffic Light Technician, Sr. Building Mechanic, Truck Driver "A",  
Sanitary Sewer Systems Operator and Equipment Operator "A"

- F. A two-step increment allowance will be granted in ranges that are \$.10 or less.
- G. In the event of a promotion where the salary differential is less than \$.50 per hour, the employee shall progress to the maximum of the new salary range within one year.
- H. If an employee is transferred into a lower rated job classification, he shall maintain his basic rate if it is higher.
  - 1. This does not apply to cases where an employee is demoted for inability or failure to perform his assigned duties.
  - 2. Any accommodations the Township makes pursuant to the ADA shall not be considered a transfer pursuant to this section.
- I. Employees working in a higher classification shall receive the actual job rate for all hours working in the higher paying classification. Employees working in a higher classification will be paid at a step equal to or parallel to , the step at which they are paid at in their regular classification. For example a PWA with a CDL who is at the PWA top rate shall be paid the top "Driver" rate when performing B Driver work. In instances where the PWA is between entry level and step 4 , they will be placed at the second (2) step level of the higher job classification. In instances where the PWA is between the 5 through 8 step, they will be placed at the fourth (4) step level of the higher job classification. The longevity received by the employee performing the work shall also be included in calculation of the working out of classification pay.
  - 1. An employee performing duties in a higher rated job classification shall not be removed from that assignment solely to avoid payment of the increment specified in this section.
  - 2. Notwithstanding the above, the Township shall not be precluded from terminating

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any such assignment upon a good faith determination that the tasks involved have been substantially completed.

3. The following equipment will be included in the "B" operator classification: Bob cat, tracker 2, bombford, and camera in the sewer truck.
- J. Public Works employees, except for designated Lead Person, shall have no supervisory responsibilities for part-time or seasonal employees. Supervisory responsibilities in this context does not include the ability to discipline employees.
- K. Permanent part-time employees shall be compensated at an hourly rate in accordance with the attached salary schedule.

ARTICLE XIX: PRODUCTIVITY CLAUSE

- A. An important factor of productivity is attendance at work. In order to provide an incentive for maintaining productivity, a measure of performance will be utilized between January 1st and December 1st of each year. Employees who misuse available paid time off will be subject to the progressive discipline process, up to and including dismissal for habitual abuse of sick time. Each occasion of unanticipated absence (which shall include absences where an employee requests that his pay be docked) or tardiness will accrue one point. For the purpose of determining productivity increment only, an occasion of unanticipated absence is any portion of a scheduled workday before 12:00 noon or the first full day of any period of personal illness or first day of any other absence not previously approved.
- B. The schedule of productivity increments is:
  1. Eight (8) hours productivity increment shall be paid for a point accumulation of less than seven (7) points for the year.
  2. Six (6) hours productivity increments shall be paid for a point accumulation of seven (7) points for the year.
  3. Four (4) hours productivity increment shall be paid for a point accumulation of eight (8) points for the year.
  4. Effective May 1, 2011, new hires shall not be entitled to productivity pay.

ARTICLE XX: LONGEVITY

- A. Effective 1 July 1998 the following longevity plan shall be instituted based upon employee's length of continuous and uninterrupted service with the Township:

At the completion of:

  1. Five (5) years of service - 2% (longevity based upon employee's base salary)
  2. Ten (10) years of service 4%
  3. Fifteen (15) years of service 6%
  4. Twenty (20) years of service 8%
  5. Twenty-four (24) years of service 10%
- B. Longevity pay shall be computed as of the employee's anniversary date.
- C. Effective January 6, 2006 new hires shall not be entitled to longevity pay.

ARTICLE XXI: PERSONNEL FILES

Any written documentation of a verbal warning shall remain in an employee's personnel file subject to the right of an employee to have same expunged from said file upon the completion of

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three (3) years of service without any additional disciplinary letters for a similar infraction. All written letters of discipline shall remain permanently in the employees personnel file. The responsibility for removal shall rest with a request by the employee.

ARTICLE XXII: BULLETIN BOARD

Bulletin boards shall be made available by the Township. These bulletin boards may be utilized by the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Department Head or his representative may remove from the bulletin boards any material, which does not conform with the intent and provisions of this Article.

ARTICLE XXIII: NONDISCRIMINATION

- A. There shall be no discrimination by the Township or the Union against an employee on account of race, color, creed, sex, national origin, nationality, religion, ancestry, age, marital status, physical mental or disability, affectional or sexual orientation, genetic information, atypical hereditary cellular or blood trait, liability for services in the armed forces of the United States, or covered veteran status. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against interfere with restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE XXIV: DUES CHECK-OFF

Section A.

The Township agrees to deduct dues for the union from the wages of a permanent employee who is a member of the union and whose position is covered by this agreement in accordance with .N.J.S.A. 52:14-15.9E, as amended, provided that at the time of such deduction there is in possession of the Township a current check-off authorization form, individually and voluntarily executed by the employee said check-off authorization form to be provided by the union. The union shall be responsible for securing the signatures of its members on side forms and delivering same to the Township. The Township will deduct these amounts in equal installment.

Section B. Representation Fee (Agency shop)

1. Subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative during the term of this agreement. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

It is understood that the continuation of the agency fee program is predicated on more than 50% of the eligible employees in the negotiating union being voluntary dues paying members of the union. Should the number of dues paying members fall to 50% or less, it will be incumbent on the union to renegotiate this provision  
In each year of the contract on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the

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following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

If the agency fee is discontinued, an assessment shall be made on each quarterly date; i.e., January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded the agency fee plan shall be reinstated, with proper notice to affected employees.

2. Amount of fee

Prior to the beginning of each contract year, the union will notify the Township in writing of the amount of regular membership dues, initiation fees and assessment charged by the union to its own members for that contract year, and the amount of the representation fee for the contract year. Any changes in representation fee structure during the contract year shall be in accordance with B.1.above

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85 % of the regular membership dues, fees and assessments.

3. Deduction and transmission of fee

After verification by the Township that an employee must pay the representation fee, the Township will deduct the fee for all eligible employees in accordance with this article.

The mechanics of the deduction of representation fees and the transmission of such fees to the union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the union.

The Township shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

The Township shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in the unit.

4. Demand and return system

The representation fee in lieu of dues only shall be available to the union if the procedures hereafter are maintained by the union. The burden of proof under this system is on the union.

The union shall return any portion of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative. The employee shall be entitled to a review of the amount of the representation fee by requesting the union to substantiate the amount charged for the representation fee. This review shall be in conformance with internal steps and procedures established by the union. The union shall submit a copy of the union review system to the Township Administrator. The deduction of the representation fee shall be available only if the union establishes and maintains this review system.

All employees' who are dissatisfied with the union's decision may appeal to the

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Public Employment Relations Commission Appeal Board.

5. Township held harmless

The union hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings brought by any employee in the negotiations unit, which arises from an agreement to deduct made by the Township in accordance with this provision.

Neither the Township nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the union from an excluded position or another unit. The term excluded position shall include but not be limited to confidential, managerial and exempted position.

If violations of any frame occur regarding representation fee deduction, and they are brought to the attention of the Township, the Township shall review the matter and solve the problem on a prospective basis.

6. Legal requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

Section C.

All sums deducted by the Township shall be remitted to the treasurer, Allied Public Works Employees not later than the 15<sup>th</sup> day of the calendar month subsequent to the month in which such deductions are made, together with a list of individuals for whom deductions have been made.

Section D.

If during the life of this agreement there shall be any change in the rate of membership dues, the union shall notify the Township by certified letter of any changes in union dues at least thirty (30) calendar days in advance of the effective date.

Section E.

The union shall indemnify and hold the Township harmless against any and all claims, demands, suits, or other forms of liability, including reasonable attorney's fees, that shall arise out of or by reason of action taken or not taken by the Township for purpose of complying with any of the provisions of this Article.

ARTICLE XXV: SEPARABILITY AND SAVINGS

- A. 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 become inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.
- B. Any benefits heretofore enjoyed will remain in full force and effect without revocation.

ARTICLE XXVI: 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.

ARTICLE XXVII: DISCIPLINE AND DISCHARGE

No member of the bargaining unit shall be disciplined or discharged without just cause. Discharge and other disciplinary actions may be appealed through the grievance procedure.

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ARTICLE XXVIII MAINTENANCE OF OPERATIONS

Section A.

It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance and that there shall be no interference with such operations either by a strike of other job action by the union or a lockout by the Township.

Section B.

The union covenants and agrees that neither the union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist, or support, nor will any of its members take part in any strike, work stoppage, slowdown, walkout or other job action against the Township.

Section C.

The union will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other similar activity, or from supporting any such action by any other employee or group of employees of the Township. The union will disavow such action and order all such members who participate in such activities to cease and desist immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the union's order. In executing its obligation, the union will use such forms of communication with its members, as it and the Township deem most effective, including personal contact, telegram, registered or conventional mail, and so forth.

Section D.

In the event of a strike, slowdown, walkout or other form of job action, it is covenanted and agreed that participation in any such activity by a union member shall entitle the Township to take disciplinary action including termination of the employment of such employee or employees, and that the action taken by the Township may vary from employee to employee, depending on the circumstance. The only question for arbitration under this article is whether the employee participated in prohibited conduct.

Section E.

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 entitle to have in law or in equity, or both in the event of such breach by the union or its members.

Section F.

The Township agrees not to lock out.

ARTICLE XXIX: TERM OF THIS AGREEMENT

This Agreement shall remain in full force and effect without reopening of any kind from July 1, 2009 through December 31, 2014.

Execution of this DRAFT CBA will constitute a memorandum of agreement and pending completion of the full revised agreement this memorandum and the underlying contract shall become the valid and binding CBA between the parties.

Date of execution of memorandum of agreement June 23, 2011

\_\_\_\_\_  
Brian C. Wahler, Mayor

Ed Kahn, Business Agent

Executed Memorandum of agreement is attached to this contract as Exhibit C.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seal at Piscataway, New Jersey, on this 25<sup>th</sup> day of June 2011

ALLIED PUBLIC WORKS  
EMPLOYEES OF PISCATAWAY

Joe Burris  
Joe Burris, President Allied Public Works

[Signature]  
Vice-President Allied Public Works

Edward J. Kahn  
Edward Kahn, Local 255 Business Agent

TOWNSHIP OF PISCATAWAY

Brian C. Wahler  
Brian C. Wahler, Mayor

Lyn Evers  
Lyn Evers, Administrator

ATTEST: Melissa A. Seader  
Melissa Seader, Township Clerk

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EXHIBIT A - SCHEDULE OF TITLES AND SALARY RANGE

<u>TITLE</u>	<u>SALARY RANGE</u>
ASSISTANT TRAFFIC LIGHT TECHNICIAN	PW - 4
BUILDING MECHANIC	PW - 5
CUSTODIAN	PW - 1
EQUIPMENT OPERATOR A	PW - 8
EQUIPMENT OPERATOR B	PW - 5A
EQUIPMENT OPERATOR C	PW - 3
JUNIOR MECHANIC	PW - 4
LEAD PERSON	
PUBLIC WORKS ASSISTANT	PW - 2
SANITARY SEWER SYSTEMS OPERATOR	PW - 8
SENIOR BUILDING MECHANIC	PW - 6
SENIOR MECHANIC	PW - 8
TRAFFIC LIGHT TECHNICIAN	PW - 6
TRUCK DRIVER A	PW - 7
TRUCK DRIVER B	PW - 4

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EXHIBIT A-1 TITLES AND SALARY CHARTS JULY 1, 2009 THROUGH DECEMBER 31, 2014

DEPARTMENT OF PUBLIC WORKS JULY 1, 2009 - DECEMBER 31, 2010

0% Increase

TITLES	Entry	1	2	3	4	5	6	7	8
Custodian	\$ 25,119.00	\$ 27,465.66	\$ 29,840.57	\$ 32,191.68	\$ 34,539.01				
Service Maintenance		\$ 34,374.00	\$ 37,118.94	\$ 39,863.88	\$ 42,605.58				
Public Works Assistant	\$ 27,130.25	\$ 30,971.22	\$ 34,812.00	\$ 38,653.00	\$ 42,494.14	\$ 46,335.11	\$ 50,175.63	\$ 54,017.05	\$ 57,858.00
Permanent part-time Public Works Assistant	N/A								
Equipment "C" Operator	\$ 58,378.00	\$ 58,804.00	\$ 59,200.74	\$ 59,627.00	\$ 60,020.26				
Junior Mechanic/	\$ 45,510.65	\$ 50,268.05	\$ 55,024.36	\$ 59,749.00	\$ 64,503.87				
Truck Driver "B"/	\$ 45,510.65	\$ 50,268.05	\$ 55,024.36	\$ 59,749.00	\$ 64,503.87				
Asst. Traffic Light Tech/Assistant Sanitary Sewer Operator	\$ 45,510.65	\$ 50,268.05	\$ 55,024.36	\$ 59,749.00	\$ 64,503.87				
Equipment Operator "B"	\$ 60,530.48	\$ 61,700.08	\$ 62,855.62	\$ 64,013.32	\$ 65,172.10				
Traffic Light Tech/	\$ 60,530.48	\$ 62,126.00	\$ 63,709.29	\$ 65,294.37	\$ 66,881.61				
Truck Driver "A"	\$ 60,530.48	\$ 62,219.00	\$ 63,895.00	\$ 65,570.00	\$ 67,247.31				
Building Mechanic	\$ 57,828.81	\$ 59,656.25	\$ 61,517.23	\$ 63,346.00	\$ 68,219.00				
Sanitary Sewer Operator	\$ 64,928.66	\$ 66,205.00	\$ 67,477.77	\$ 68,750.00	\$ 70,014.97				
Equipment Operator "A"	\$ 64,928.66	\$ 66,205.00	\$ 67,477.77	\$ 68,750.00	\$ 70,014.97				
Senior Mechanic	\$ 64,928.66	\$ 66,205.00	\$ 67,477.77	\$ 68,750.00	\$ 70,014.97				
Senior Building Mechanic	\$ 60,530.48	\$ 62,216.00	\$ 63,709.29	\$ 65,294.37	\$ 72,806.01				

Lead Person

N/A

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*Handwritten initials and signature*

DEPARTMENT OF PUBLIC WORKS JANUARY 1, 2011

2% INCREASE

TITLES	Entry	1	2	3	4	5	6	7	8
Custodian	\$ 25,621.38	\$ 28,014.97	\$ 30,437.38	\$ 32,835.51	\$ 35,229.79				
Service Maintenance		\$ 35,061.48	\$ 37,861.32	\$ 40,661.16	\$ 43,457.69				
Public Works Assistant	\$ 27,672.85	\$ 31,590.64	\$ 35,508.24	\$ 39,426.06	\$ 43,344.02	\$ 47,261.81	\$ 51,179.14	\$ 55,097.40	\$ 59,015.16
Permanent part-time Public Works Assistant	\$14.00	\$ 16.00	\$ 18.00	\$ 20.00	\$ 22.00				
Equipment "C" Operator	\$ 59,545.56	\$ 59,980.08	\$ 60,384.76	\$ 60,819.54	\$ 61,220.66				
Junior Mechanic/ Truck Driver "B"'	\$ 46,420.87	\$ 51,273.41	\$ 56,124.85	\$ 60,943.98	\$ 65,793.95				
Asst. Traffic Light Tech/Assistant Sanitary Sewer Operator	\$ 46,420.87	\$ 51,273.41	\$ 56,124.85	\$ 60,943.98	\$ 65,793.95				
Equipment Operator "B"	\$ 61,741.09	\$ 62,934.08	\$ 64,112.73	\$ 65,293.59	\$ 66,475.55				
Traffic Light Tech/ Truck Driver "A"	\$ 61,741.09	\$ 63,368.52	\$ 64,983.47	\$ 66,600.25	\$ 68,219.24				
Building Mechanic	\$ 58,985.39	\$ 60,849.38	\$ 62,747.57	\$ 64,612.92	\$ 69,583.38				
Sanitary Sewer Operator	\$ 66,227.23	\$ 67,529.10	\$ 68,827.32	\$ 70,125.00	\$ 71,415.27				
Equipment Operator "A"	\$ 66,227.23	\$ 67,529.10	\$ 68,827.32	\$ 70,125.00	\$ 71,415.27				
Senior Mechanic	\$ 66,227.23	\$ 67,529.10	\$ 68,827.32	\$ 70,125.00	\$ 71,415.27				
Senior Building Mechanic	\$ 61,741.09	\$ 63,460.32	\$ 64,983.47	\$ 66,600.25	\$ 74,262.13				

Lead Person \$2.50 per hour additional pay included in base hourly rate and shall be computed for all purposes including vacation, sick , OT and pension

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DEPARTMENT OF PUBLIC WORKS JANUARY 1, 2012

2% INCREASE

TITLES	Entry	1	2	3	4	5	6	7	8
Custodian	\$ 26,133.81	\$ 28,575.27	\$ 31,046.13	\$ 33,492.22	\$ 35,934.39				
Service Maintenance		\$ 35,762.71	\$ 38,618.55	\$ 41,474.38	\$ 44,326.85				
Public Works Assistant	\$ 28,226.31	\$ 32,222.46	\$ 36,218.40	\$ 40,214.58	\$ 44,210.90	\$ 48,207.05	\$ 52,202.73	\$ 56,199.34	\$ 60,195.46
Permanent part-time Public Works Assistant	\$ 14.28	\$ 16.32	\$ 18.36	\$ 20.40	\$ 22.44				
Equipment "C" Operator	\$ 60,736.47	\$ 61,179.68	\$ 61,592.45	\$ 62,035.93	\$ 62,445.07				
Junior Mechanic/	\$ 47,349.28	\$ 52,298.88	\$ 57,247.35	\$ 62,162.86	\$ 67,109.83				
Truck Driver "B"/	\$ 47,349.28	\$ 52,298.88	\$ 57,247.35	\$ 62,162.86	\$ 67,109.83				
Asst. Traffic Light Tech/Assistant Sanitary Sewer Operator	\$ 47,349.28	\$ 52,298.88	\$ 57,247.35	\$ 62,162.86	\$ 67,109.83				
Equipment Operator "B"	\$ 62,975.91	\$ 64,192.76	\$ 65,394.99	\$ 66,599.46	\$ 67,805.06				
Traffic Light Tech/	\$ 62,975.91	\$ 64,635.89	\$ 66,283.14	\$ 67,932.26	\$ 69,583.62				
Truck Driver "A"	\$ 62,975.91	\$ 64,732.65	\$ 66,476.36	\$ 68,219.03	\$ 69,964.10				
Building Mechanic	\$ 60,165.10	\$ 62,066.36	\$ 64,002.52	\$ 65,905.18	\$ 70,975.05				
Sanitary Sewer Operator	\$ 67,551.78	\$ 68,879.68	\$ 70,203.87	\$ 71,527.50	\$ 72,843.58				
Equipment Operator "A"	\$ 67,551.78	\$ 68,879.68	\$ 70,203.87	\$ 71,527.50	\$ 72,843.58				
Senior Mechanic	\$ 67,551.78	\$ 68,879.68	\$ 70,203.87	\$ 71,527.50	\$ 72,843.58				
Senior Building Mechanic	\$ 62,975.91	\$ 64,729.53	\$ 66,283.14	\$ 67,932.26	\$ 75,747.37				

\$3.00 per hour additional pay included in base hourly rate and shall be computed for all purposes including vacation, sick , OT and pension

Lead Person

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DEPARTMENT OF PUBLIC WORKS JANUARY 1, 2013

2% INCREASE

TITLES	Entry	1	2	3	4	5	6	7	8
Custodian	\$ 26,656.48	\$ 29,146.77	\$ 31,667.05	\$ 34,162.06	\$ 36,653.07				
Service Maintenance		\$ 36,477.96	\$ 39,390.92	\$ 42,303.87	\$ 45,213.38				
Public Works Assistant	\$ 28,790.84	\$ 32,866.91	\$ 36,942.77	\$ 41,018.87	\$ 45,095.12	\$ 49,171.19	\$ 53,246.78	\$ 57,323.33	\$ 61,399.37
Permanent part-time Public Works Assistant	\$ 14.57	\$ 16.65	\$ 18.73	\$ 20.81	\$ 22.89				
Equipment "C" Operator	\$ 61,951.20	\$ 62,403.28	\$ 62,824.30	\$ 63,276.65	\$ 63,693.98				
Junior Mechanic/	\$ 48,296.27	\$ 53,344.86	\$ 58,392.29	\$ 63,406.12	\$ 68,452.03				
Truck Driver "B"/	\$ 48,296.27	\$ 53,344.86	\$ 58,392.29	\$ 63,406.12	\$ 68,452.03				
Asst. Traffic Light Tech/Assistant Sanitary Sewer Operator	\$ 48,296.27	\$ 53,344.86	\$ 58,392.29	\$ 63,406.12	\$ 68,452.03				
Equipment Operator "B"	\$ 64,235.43	\$ 65,476.62	\$ 66,702.89	\$ 67,931.45	\$ 69,161.16				
Traffic Light Tech/	\$ 64,235.43	\$ 65,928.61	\$ 67,608.81	\$ 69,290.90	\$ 70,975.30				
Truck Driver "A"	\$ 64,235.43	\$ 66,027.30	\$ 67,805.89	\$ 69,583.41	\$ 71,363.38				
Building Mechanic	\$ 61,368.40	\$ 63,307.69	\$ 65,282.58	\$ 67,223.28	\$ 72,394.55				
Sanitary Sewer Operator	\$ 68,902.81	\$ 70,257.28	\$ 71,607.95	\$ 72,958.05	\$ 74,300.45				
Equipment Operator "A"	\$ 68,902.81	\$ 70,257.28	\$ 71,607.95	\$ 72,958.05	\$ 74,300.45				
Senior Mechanic	\$ 68,902.81	\$ 70,257.28	\$ 71,607.95	\$ 72,958.05	\$ 74,300.45				
Senior Building Mechanic	\$ 64,235.43	\$ 66,024.12	\$ 67,608.81	\$ 69,290.90	\$ 77,262.32				

\$3.50 per hour additional pay included in base hourly rate and shall be computed for all purposes including vacation, sick , OT and pension.

Lead Person

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*Handwritten initials and signatures:*  
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DEPARTMENT OF PUBLIC WORKS JANUARY 1, 2014

2% INCREASE

TITLES	Entry	1	2	3	4	5	6	7	8
Custodian	\$ 27,189.61	\$ 29,729.71	\$ 32,300.39	\$ 34,845.31	\$ 37,386.14				
Service Maintenance		\$ 37,207.52	\$ 40,178.73	\$ 43,149.95	\$ 46,117.65				
Public Works Assistant	\$ 29,366.65	\$ 33,524.24	\$ 37,681.63	\$ 41,839.25	\$ 45,997.02	\$ 50,154.61	\$ 54,311.72	\$ 58,469.80	\$ 62,627.36
Permanent part-time Public Works Assistant	\$14.86	\$16.98	\$19.10	\$21.22	\$23.35				
Equipment "C" Operator		\$ 63,651.34	\$ 64,080.79	\$ 64,542.18	\$ 64,967.86				
Junior Mechanic/		\$ 54,411.75	\$ 59,560.14	\$ 64,674.24	\$ 69,821.07				
Truck Driver "B"/		\$ 54,411.75	\$ 59,560.14	\$ 64,674.24	\$ 69,821.07				
Asst. Traffic Light Tech/Assistant Sanitary Sewer Operator		\$ 54,411.75	\$ 59,560.14	\$ 64,674.24	\$ 69,821.07				
Equipment Operator "B"		\$ 66,786.15	\$ 68,036.94	\$ 69,290.08	\$ 70,544.38				
Traffic Light Tech/		\$ 67,247.18	\$ 68,960.98	\$ 70,676.72	\$ 72,394.80				
Truck Driver "A"		\$ 67,347.85	\$ 69,162.00	\$ 70,975.08	\$ 72,790.65				
Building Mechanic		\$ 64,573.84	\$ 66,588.23	\$ 68,567.75	\$ 73,842.44				
Sanitary Sewer Operator		\$ 71,662.42	\$ 73,040.11	\$ 74,417.21	\$ 75,786.46				
Equipment Operator "A"		\$ 71,662.42	\$ 73,040.11	\$ 74,417.21	\$ 75,786.46				
Senior Mechanic		\$ 71,662.42	\$ 73,040.11	\$ 74,417.21	\$ 75,786.46				
Senior Building Mechanic		\$ 67,344.60	\$ 68,960.98	\$ 70,676.72	\$ 78,807.57				

\$4.00 per hour additional pay included in base hourly rate and shall be computed for all purposes including vacation, sick , OT and pension

Lead Person

\* These minimums apply to new hires only. Employees promoted to these ranges will be place at the maximum upon permanent appointment.

\*\* For informational purposes only.

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EXHIBIT "B" -LONG TERM DISABILITY PROGRAM

(LTD)

Effective January 1, 2012

A. **Policy.** Disability benefits are available to full-time employees, with at least **two full years** of continuous service, for serious long-term illnesses or injuries, which necessitate absences in excess of thirty (30) continuous calendar days (The thirty continuous calendar days is herein referred to as the **LTD Qualification Period**).

Where allowed by law, all leave under this program runs concurrent with any State or Federal FLA or FLMA leave.

During the LTD Qualification Period, prior to being placed on long-term disability, the employee must first use all of his or her accrued sick days. If all of the employee's sick days are utilized then employee may utilize any other available vacation or other paid leave time. Should the employee not have adequate paid time available, the remaining number of days in the LTD Qualification Period that the employee is unable to work shall be unpaid until the LTD Qualification Period has been fulfilled.

Long-term disability leave starts with the thirty-first (31) continuous calendar day an employee is unable to work.

After the employee has completed the LTD Qualification Period and has been placed on long-term disability status, the Township will pay the employee in the following manner:

**75% of employee's usual weekly/bi-monthly salary for up to eleven (11) months on long term disability**

If an employee returns to work, after being out under the LTD Program, the employee must return to work full time for 6 (six) months before he or she can apply for additional benefits under the LTD Program. The LTD Qualification Period requirement must be met each time an employee applies for long-term disability under this program. Notwithstanding the above, if an employee receives benefits under the LTD Program and returns to work full time but must take time off again due to the same medical condition within a 30 day period after returning to work and the employee has not exhausted his/her LTD maximum benefits of 11 months, the employee will not be required to meet another LTD qualification period but may use up the balance of the LTD period that remains related to that specific personal illness or injury.

An employee may not work for any other employer or be self-employed while receiving benefits under the township's LTD program. Any employee found to be violating this policy will be subject to immediate termination from the LTD program and will be subject to disciplinary action up to and including immediate termination of employment from the Township.

B **Conditions** - The above payment schedule is subject to the following provisions:

(i) The Township will charge the employee's sick leave or other leave days during the LTD Qualification Period. Any balance of the employee's accumulated sick days will not be used during the **LTD leave period unless the employee requests these sick days be charged as described under subsection (iii) below.**

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The thirty (30) continuous calendar day LTD Qualification Period will be applicable each time an employee requests long-term disability leave.

An employee must have sick leave or other leave days to his or her credit, for the year that the illness or injury occurs, to receive pay for that time before being placed on long-term disability.

(ii) If, at the end of the LTD period the employee is still unable to work, he or she may request to use the remainder of their accumulated sick leave or other leave days to continue to receive their salary and benefits.

(iii) If the employee has paid leave time available in excess of the days needed to meet the LTD Qualification Period the employee may request that their additional available leave time be charged to increase disability payments to 100% of their usual weekly/biweekly salary. If at the end of the Long Term Disability period the employee is still unable to work, the employee may request to use any or all of the employee's remaining leave time including sick and vacation days to continue to receive his or her salary and benefits.

(iv) While on long-term disability, the employee shall not accumulate vacation days, personal days or further sick days. Upon the employees return to work from LTD, the Division of Human Resources will send the employee a notice of his or her leave time adjustment based on the time they were out on LTD. This is required because the Township front loads all leave time for each employee January 1 of the current year. If the employee's adjustment of time exceeds his or her balance then the employee will retain a negative balance until the following calendar year, from which the time will be taken from the new allotment of time.

**C. Certificate of Disability** - The Township will only continue an employee's salary and benefits under the LTD Program for a period up to eleven (11) months after the LTD Qualification Period providing that the employee submits a completed Certificate of Disability by his or her physician.

- (i) The original Certificate of Disability must include the following information:
- Name of employee
  - Nature of employee's illness or injury
  - Extent and duration of employee's illness or injury (dates included)
  - A statement to the fact that the employee was unable to report for work even for limited duty

The Certificate must be signed by a medical doctor licensed in the United States.

The employee must provide an updated certification of continuing disability updating all of the information contained in the original certification of disability and signed by a licensed medical doctor to the Township every thirty (30) days during the LTD, or anytime a certification is requested by the Township. Failure to provide the certification of continuing disability as required or requested will result in suspension of all payments until the certification is received. It is the employee's responsibility to secure all certifications or recertifications under this policy in the period required or as requested.

Within eight (8) calendar days of an apparent long-term illness, the employee must request a Certificate of Disability Form from the Division of Human Resources. This form must be completed and returned to the Division of Human Resources at least two weeks prior to the end of the LTD Qualification Period for an employee to be placed on long-term disability as of the

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thirty-first (31) continuous calendar day of the personal illness or injury, which prevents the employee from working.

Failure to complete the Certificate of Disability prior to the end of the thirty (30) continuous calendar days of personal illness or injury, which prevents the employee from working, will result in loss of pay for each day thereafter until the form is completed, returned to and reviewed by the Division of Human Resources.

The Township reserves the right to request a second medical opinion, at the Township's own expense, to confirm what is represented in the Certificate of Disability.

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EXHIBIT C - EXECUTED MEMORANDUM OF AGREEMENT

ARTICLE XXIX - TERM OF THIS AGREEMENT

This Agreement shall remain in full force and effect without reopening of any kind from July 1, 2005 July 1, 2009 through June 30, 2009 December 31, 2014

IN WITNESS WHEREOF, the parties hereto have set their hands and seal at Piscataway, New Jersey, on this \_\_\_\_\_ day of \_\_\_\_\_ 2006-2011

Execution of this DRAFT CBA will constitute a memorandum of agreement and pending completion of the full revised agreement this memorandum and the underlying contract shall become the valid and binding CBA between the parties.

Date of execution of memorandum of agreement June 23, 2011

*Brian C. Wahler* 6-23-11 5:20 pm *Ed Kahn* 5:09 pm June 23, 2011  
Brian C. Wahler, Mayor Ed Kahn, Business Agent

ALLIED PUBLIC WORKS  
EMPLOYEES OF PISCATAWAY

TOWNSHIP OF PISCATAWAY

\_\_\_\_\_  
President Allied Public Works

\_\_\_\_\_  
Brian C. Wahler, Mayor

\_\_\_\_\_  
Vice-President Allied Public Works

\_\_\_\_\_  
Lyn Evers, Administrator,

\_\_\_\_\_  
Edward Kahn, Local 255 Business Agent

ATTEST: \_\_\_\_\_  
Ann Nolan, Township Clerk

DRAFT Revisions added from 5/26 meeting 18

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MEMORANDUM OF UNDERSTANDING #1 REGARDING EMPLOYEE EQUIPMENT PROFICIENCY & OVERTIME  
Procedures: (3-18-2003)

The following concept and methods will take effect regarding the utilization of the equipment listed on the attached spreadsheet titled "Employee Equipment Proficiency".

1. Attached to this memorandum is a spreadsheet illustrating persons that have been recognized by management and the Allied Public Works (APW) union as having a working level ability with the specified equipments generally used by the various divisions of the Township of Piscataway, Department of Public Works.
2. Those persons recognized on the attached spreadsheet shall be authorized to use the specified equipment during the course of a call in or in an emergency overtime situation (not considered job continuation). "Job Continuation" is defined as a specific job in progress that continues beyond the regular workday.
3. Those persons recognized on the attached spreadsheet shall be placed on a list specifying the equipment they are authorized to use according to seniority.
4. If a given piece of equipment is required to be used and the division requiring the use of the equipment does not have a recognized person on their staff a recognized person from another division shall be assigned to operate the required equipment each work day.
5. On occasions when a specified piece of equipment is required in an overtime circumstance the first person to be called will be an employee from the division responsible for the task authorized to operate the equipment. In instances where there are more than one person authorized to use the equipment within a given division, authorized person (s) with the least amount of overtime shall be called first.
6. If an authorized person within the division will not be available the Supervisor calling for overtime services shall consult an "Equipment Operators List" (EOL) that will be prepared by management on a weekly basis and made available to all management personnel not later than 3:00 PM each Tuesday of the week.
7. The EOP shall list all of the equipment included on the spreadsheet referenced above. Under each specific piece of equipment there shall appear the names of employees recognized as being authorized to operate that equipment.

Additionally, the EOL shall have entered by management, next to each employee's name; the total number of hours of overtime that individual has worked as recorded on the payroll compiled on the date prior to Tuesday.

The EOP shall also note any overtime refusals or the fact that the employee was unavailable when called.

The Overtime List shall illustrate the above for the period effective January of each year.

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8. The supervisor shall contact all employees authorized to operate the required equipment in rotation starting with the employee with the least amount of overtime.
9. If no APW employee authorized to operate the equipment can be found to work the overtime circumstance the respective supervisor shall;
  - 1) If he/she is authorized to operate the equipment, be allowed to perform the necessary work
  - 2) If he/she is not authorized to operate the equipment, be allowed to call a Superintendent or Foreman authorized to operate the equipment.

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MEMORANDUM OF UNDERSTANDING # 2 REGARDING EMPLOYEE EQUIPMENT PROFICIENCY LIST

The Management of the Township of Piscataway, Department of Public Works in conjunction with authorized representatives of the Allied Public Works (APW) union have met and discussed qualifying APW employees in regard to their background and experience in operating specific equipments utilized on a daily basis by the various divisions of the Department of Public Works.

As a result of these various work sessions the DPW/APW have developed a chart listing all identifiable equipment used by the department and persons that have demonstrated some level of proficiency in operating specific pieces of equipment.

The spreadsheet, titled the "Employee Equipment Proficiency List" (EEPL) will be used effective 3/18/2003 for the assignment of personnel to work with specific equipment during the normal workday and for call in for overtime services in keeping with the procedures outlined in a separate document titled "Memorandum Regarding Employee Equipment Proficiency & Overtime Procedures."

Any employee that takes issue with the determination made on the EEPL shall notify the Director of Public Works or his designated representative in writing of the exception taken. The written exception should list the equipment they feel they should be recognized as having a level of proficiency in operating and a brief history of their experience with the Township of Piscataway in any training they received and hands on experience they have in operating that piece of equipment.

A Review Committee shall be comprised of the three Department of Public Works Supervisors experienced in the operation of the specific equipment. The Director, or his designated representative shall, within five working days (Monday through Friday, Holidays or other recognized days off not to be considered as a workday) turn the written exception over to the Review Committee.

Within an additional ten workdays (Monday through Friday, Holidays not to be included as a work day) the Review Committee shall schedule for the employee to demonstrate his abilities by performing a sequence of recognized events related to the operation of the equipment to demonstrate his abilities. The testing procedure shall be observed by a union member recognized as being qualified on the equipment.

If two out of three of the Supervisors agree the employee has demonstrated sufficient knowledge and ability the employee shall be placed on the EEPL. There shall be no retroactive consideration regarding prior OT claims related to the employee not having been included on the initial list.

It is understood that the EEPL as of this writing is a Preliminary document. The Township is committed to hiring a private outside agency to test all personnel in regard to the operation of "heavy equipment". The findings of the outside agency will determine an employee's proficiency, which will be used as the benchmark for future training considerations.

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MEMORANDUM OF UNDERSTANDING # 3 - CLARIFICATION OF OTHER ISSUES:

1. Definition of Emergency
2. Employee Contact Telephone Numbers
3. Persons Applicable to Being Called in for Overtime
4. Call in Procedures for Overtime
5. What is considered as having contacted an employee

A. Definition of Emergency:

There was discussion with the union as to what constitutes an emergency. The supervisors advised that any time they are called outside the scope of normal work hours by the Police Department, they are responding to an "emergency".

The union expressed concern that supervisors, under the guise of a circumstance being considered an "emergency" were arriving at job sites and performing work that should be done by properly qualified union personnel.

Both supervisors and union representatives agreed that the following course of action be allowable when overtime is required for "emergency" circumstances.

- Supervisors are authorized to perform work that does not require the use of any type of small hand tools, equipment or heavy equipment. In other words, any work they could perform with their "limbs".
- If any type equipment is required to be used, the supervisor shall be authorized to use that equipment only after he has arranged for a qualified union employee to come in to do the work. The supervisor shall be authorized to use that equipment until the qualified union employee arrives at the work site.

B. Employee Contact Telephone Numbers:

There was considerable discussion regarding union cooperation in responding to overtime call in.

1. It was agreed that all union employees be responsible for providing a working telephone number that would be considered their "primary" contact number for overtime call-in purposes.
2. It was agreed that some disciplinary action be authorized for persons equipped with township supplied pagers that did not at least "respond" to a call for overtime services.

C. Persons Applicable to Being Called in for Overtime:

1. Any person called in for overtime would have had to work at least a four hour period in a normal work day immediately before being considered for overtime. (i.e. If a person was on **vacation** or out on **sick leave** the normal work day before overtime was offered they would **NOT be applicable** to being called for that overtime)
2. If a person was out on a **Personal Day** or a **Compensatory Sick Day**, this **WOULD** be applicable to being called for overtime in the same order as if they had been present for the day.

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3. If no one is available after calling all qualified personnel EXCEPT persons on Vacation or sick leave, the normal work day before overtime was offered the those persons can be called.

D. Call in Procedure for Overtime:

When scheduled or emergency related overtime requires a qualified person from the respective Division, a qualified individual will have the opportunity for that overtime with the following conditions:

1. Public Works Assistants. The qualified PWA with the least amount of overtime will be contacted first with subsequent calls placed to other PWA's within the Division, using the same criteria if the overtime is refused by the prior person.
2. After all Laborers in the Division are called, qualified PWA's from other Divisions will be contacted starting with the qualified PWA that has the least amount of overtime to his credit.
3. Drivers & Operators. Depending on the type of equipment required, the person in the Division, who is qualified to operate the equipment, with the least amount of overtime shall be called first. If that person refuses the overtime the next qualified individual with the least amount of overtime shall be called.
4. If no qualified Driver or Operator can be found within the Division, the supervisor shall call the next qualified person capable of operating the equipment with the least amount of overtime.

E. What is considered as having contacted an employee:

Supervisors will be responsible for calling the employees primary phone number as listed on the official call-in records on file with the Department of Public Works Administrative Office Manager. If there is no answer the employee shall be listed as a "No Answer". If an answering machine picks up the supervisor will leave a message. The employee's record will be noted as "No Answer".

In both instances, the supervisor shall be authorized to continue calling the next person on the list. The individuals listed as "No Answer" shall have the actual amount of overtime they would have accrued had they responded added to their overtime credit.

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MEMORANDUM OF UNDERSTANDING #4

The parties agree that the interests of economy and efficiency for Township residents requires joint cooperation to ensure an adequate number of CDL licensed employees are employed by the Township. The Township shall implement a program to create a CDL training program. Said program shall be available to Public Works Assistants, Custodians, C Operators or other any other class of employees within the bargaining unit not currently required to hold a CDL B license.

The Union agrees to cooperate to ensure an adequate amount of volunteers (up to 10) who shall enroll in becoming CDL licensed employees. In recognition of the foregoing the parties further agree that the current B Driver positions will continue to remain available for promotion from among the pool of eligible CDL licensed employees when a vacancy occurs.

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MEMORANDUM OF UNDERSTANDING # 5 RESTRUCTURING OF THE DEPARTMENT USING "LEAD PERSON"

The supplemental designation of "Lead Person" has been created as a non-managerial assignment within the Department of Public Works in the Township of Piscataway. The designation of "Lead Person" shall not be an independent title or position within the Township, but is a designation assigning additional duties to an employee serving in an existing position within this bargaining unit. Any employee designated as a "Lead Person" by the Director of the Department of Public Works shall be entitled to additional compensation at an hourly rate as set forth in the salary charts in this contract.

The Township reserves the right to discontinue the "Lead Person" structure and designations in the Department of Public Works if it deems that it is not in the best interests of the Township to continue it. If this occurs, an employee who was been designated as a "Lead Person" will no longer receive the "Lead Person" hourly rate.

In addition, the discontinuation of the program will result in the department reverting to the prior structure, which may include the designation of one or more additional foremen. The union acknowledges that reverting to the prior structure may result in demotions and pay reductions within the bargaining unit. The parties agree to meet and negotiate regarding the impact if the Township's decision to restructure the department.

The union further acknowledges that the Township's decisions to restructure the Department of Public Works and designate "Lead Persons" and the possible future decisions to further restructure the Department of Public Works and/or discontinue the designation of "Lead Persons" have and may in the future be made pursuant to the non-negotiable managerial prerogative of the Township.

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Memorandum of Agreement Between Allied Public Works Employees of Piscataway Affiliated with Local 255, United Service Workers, IUJAT and the Township of Piscataway - July 1, 2011

Long Term Disability Policy & Vacation Time Conversion

As part of the revised long term disability program agreed to in the CBA, effective July 1, 2011 employees covered under the CBA will be allowed to convert up to seven unused vacation days per year into sick days solely for the purpose of accumulating sufficient sick time to cover the qualification period required of 30 calendar days and shall be tracked separately by the Township. If an employee has sufficient sick leave on the books to meet the qualification requirements of the LTD program, they may not convert vacation days to additional sick days. Employees must use at least two weeks of vacation during the year. All accumulated sick days, including those converted under this program are subject to all applicable use rules and payout caps for sick time.

A copy of this memorandum of agreement will be attached to the executed collective bargaining agreement.

Joe Burris 7-1-11  
Joe Burris, President Date  
APW Local /USW, IUJAT

Edward J. Kahn July 1, 2011  
Ed Kahn, Business Agent Date

Brian C. Wahler 7-01-2011  
Brian C. Wahler, Mayor, Date

Lyn A. Evers 7/1/2011  
Lyn A. Evers, Administrator Date

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