


**TOWNSHIP OF PRINCETON  
ADMINISTRATOR'S OFFICE**

MEMORANDUM

TO: Kevin Kinney, President, Local 1530, Council 73 AFSCME, AFL-CIO  
FROM: Mitzie Fiumenero  Human Resources Manager  
DATE: September 12, 2008  
SUBJECT: Local 1530, Council 73 AFSCME, AFL-CIO Agreement – 1/1/08 – 12/31/11

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Attached for your files and appropriate use is a fully executed copy of the Agreement between the Township of Princeton and AFSCME Local 1530, Council 73.

mmf  
Attachment

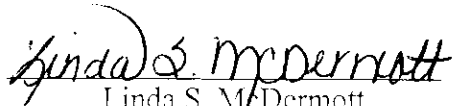
cc: James J. Pascale, Township Administrator  
Linda S. McDermott, Township Clerk  
Kathryn Monzo, CFO/Tax Collector  
Robert V. Kiser, Township Engineer  
Donald R. Hansen, DPW Superintendent  
Debra Schulze, Payroll/Bookkeeper

DPW AFSCME Contract 2008-11/Kinney.9.12.08

## RESOLUTION

BE IT RESOLVED that the Mayor and Township Clerk are hereby authorized to execute the January 1, 2008 through December 31, 2011 AFSCME Local #1530 agreement with the Public Works Department.

I Linda S. McDermott, Clerk of the Township of Princeton, County of Mercer, State of New Jersey do hereby certify that the foregoing is a true copy of a resolution adopted by Township Committee at its meeting held September 8, 2008.

  
Linda S. McDermott  
Township Clerk

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE TOWNSHIP OF PRINCETON**

**And**

**LOCAL #1530  
COUNCIL #73, AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

**January 1, 2008 through December 31, 2011**

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## PREAMBLE

This Agreement made and entered into this *9th* day of *September*, 2008, by and between the TOWNSHIP OF PRINCETON, in the County of Mercer, a Municipal Corporation in the State of New Jersey (hereinafter referred to as the "Township"), and Local 1530, Council 73 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"), represents the complete and final understanding on all issues negotiated between the Township and the Union and is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are covered by Section 1, Recognition, in order that more efficient and progressive public service may be rendered.

## SECTION 1 – RECOGNITION

The Township recognizes the Union as the bargaining agent for the purpose of collective negotiations of all employees whose titles are set forth in Section 5 hereafter, but excluding managerial executives, confidential employees, recreation employees, hourly employees, causal employees, temporary employees, seasonal employees and all other supervisory employees within the meaning of the New Jersey Public Employer-Employee Relations Act, and all other employees of the Township of Princeton.

## SECTION 2 – MANAGEMENT RIGHTS

The Management of the Township's operations and the direction of the working forces are vested exclusively in the Township. Except as expressly limited by this Agreement, the Township retains the sole right to determine all matters pertaining to the work force, including but not limited to the right to hire, train, discipline, demote, suspend, discharge, lay off and promote; to change the pay period, with 30-day notice; to determine or change the starting and quitting time and the number of hours to be worked; to promulgate reasonable rules and regulations; to subcontract work; to assign duties to the work force; to create, change, combine or eliminate jobs; to determine job duties, qualifications and classifications requirement; to require reasonable overtime; to utilize non-bargaining unit personnel consistent with past practice; to introduce new or improved facilities and to 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. The above mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent to management. It is understood and agreed that any of the rights, or authority the Township had prior to the signing of an initial Agreement are retained by the Township, except those rights which are specifically abridged, granted, or delegated to others or modified by this Agreement.

### **SECTION 3 – DUES DEDUCTION**

- 3.1 Upon receipt of the lawfully executed written authorization from an employee, the Township agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the twentieth (20<sup>th</sup>) day of the following month to the official designated by the Union in writing to receive such deductions. The Union will notify the Township in writing of the exact amount of such regular membership dues to be deducted. This authorization shall remain in effect during the life of this Agreement.
- 3.2 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 after the first full pay period following the completion of their probationary period, and any employee previously employed within the unit who does not join within ten (10) days of re-entry 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 eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Township 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 Township.
- 3.3 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

### **SECTION 4 – HOURS AND OVERTIME**

- 4.1 The normal workweek and schedule shall consist of five (5) consecutive days of eight (8) hours per day, 7:00 A.M. to 3:30 P.M., Monday through Friday, inclusive, for a total of forty (40) hours per week. Meal break shall be thirty (30) minutes unpaid, with one break of fifteen (15) minutes determined by the Township. Employees will be permitted to have a ten (10) minute wash up period before lunch and prior to leaving for the day. In the event the normal workweek and schedule is changed it shall only be implemented after consultation with the Union and reasonable notice to the employees.

- 4.2 All hours actually worked in excess of forty (40) hours in any workweek, shall be paid for at the rate of one-and one-half (1 ½) times the employee's regular hourly rate.
- 4.3 All work performed on Sunday and holidays of any workweek shall be paid at double time the employee's regular rate of pay unless the Sunday or holiday is part of the employee's regular workweek.
- 4.4 Notwithstanding Section 4.5, overtime opportunities for non-continuous work shall be distributed by seniority within the classification and department assigned the work. In the event it is necessary to require overtime, the least senior qualified employee in the appropriate classification shall work overtime

Overtime for continuous work shall be assigned to the employee performing the work during the regular shift.

Consistent with practice, supervisory personnel shall be permitted to perform bargaining unit work during the regular schedule and overtime periods of work. If only one person is necessary for the overtime assignment the supervisory personnel may perform the work without calling in a bargaining unit member.

- 4.5 Overtime opportunities for each overtime event will be distributed by highest seniority among employees in the same job classification and department. Job functions performed by members of this bargaining unit shall not be offered to non-members of the unit until the seniority list is exhausted.
- 4.6 Those employees who work three (3) consecutive hours of overtime after the completion of or commencement of his/her regular shift shall be eligible for a thirty (30) minute meal break scheduled by Management. Those employees eligible for a meal break shall be entitled to a maximum meal reimbursement of:

\$11 Breakfast  
\$20 Dinner

- 4.7 In the case of call in employees shall be guaranteed not less than four (4) hours pay at the overtime rate. This shall not apply to work performed before or after an employee's normal work shift. Employees called in shall report to work immediately following the call.

In cases of inclement weather and/or emergencies employees must make themselves available for work and advise the Township how they can be reached for call in.

- 4.8 Premium pay on inclement weather days shall not commence until after the regular workday providing the employee satisfies the forty (40) hour requirement.

4.9 There shall be no pyramiding of overtime.

### **SECTION 5 – WAGE SCHEDULE**

- 5.1 New employees shall be employed at the minimum salary unless the Administrator determines that the needs of the service or employee experience warrants a higher compensation.
- 5.2 Employees on lay-off shall be offered employment as seasonal employees prior to hiring new personnel.
- 5.3 Seasonal employees may not be hired above the salary of a bargaining unit member holding the same job title.
- 5.4 Salaries shall be adjusted in accordance with the attached Wage Schedule. An employee must receive at least a Satisfactory evaluation to qualify for a salary increase.

### **SECTION 6 – HEALTH AND RETIREMENT BENEFITS**

The Township will provide the following group insurance coverage including health, dental and prescription plan:

- 6.1. The Township shall provide Horizon Blue Card PPO insurance program. For in-network providers there will be a \$15.00 office visit co-pay. For out of network and supplemental benefits there will be a deductible of \$150 per person, \$300 per family and an 80/20 co-insurance with the employee being liable for 20% of \$4,000 for an individual and 20% of \$8,000 per family and a voluntary second surgical opinion requirement for elective surgery. Those employed by the Township prior to January 1, 1997, and enrolled in the Horizon Blue Card PPO program will not be subject to a payroll deduction. Those enrolled after that time and prior to February 1, 2005, will pay a payroll deduction for the 50% premium difference between the PPO and Aetna in effect at that time. All new hires may enroll in one of the Township's HMO health insurance plans. This shall be at no cost to the employee. Once the employee has completed the probationary period, they may elect to enroll in the Blue Card PPO program at the next open enrollment period by paying 100% of the amount, if any, by which the Blue Card PPO premium in effect at the time exceeds the premium, in effect at the time, for the Aetna HMO coverage.
- 6.2 For the Horizon HMO and Aetna group insurance plans, there will be a \$15 co-pay for doctor's visits and \$50 co-pay emergency room visit.



- 6.3 The Horizon prescription program for the Blue Card PPO and HMO plans will have a co-pay of \$10 generic, \$15 brand name and \$5 mail order (90 days supply). Aetna subscribers will have a co-pay of \$10 per prescription.
- 6.4 Delta Dental Services Plan III A, providing for full family coverage for employees and their families which will provide for UCR coverage. Employees have the option of enrolling in the Delta Dental HMO with an unlimited treatment maximum.
- 6.5 The Township will pay to any employee who “opts out” of carrying Township provided medical insurance. The employee will be paid for 50% of the savings realized by the Township up to \$3,000 annually. *& Amended to 25,000 1/26/09*
- 6.6 The Township agrees to make a biannual evaluation of the medical benefit plans and will communicate its findings to the bargaining committee. It is expressly understood that such evaluation carries no expressed or implied commitment to initiate or implement any changes in the medical benefit plans during the term of this contract of any future contracts.

**Retiree Insurance Reimbursement**

- 6.7 In order to be eligible for the following retiree medical insurance reimbursement program, an employee must retire with 25 years of service in the Public Employees Retirement System with the Township of Princeton.
- 6.8 The Township will provide reimbursement payments to eligible retirees on a quarterly basis up to the amount shown in the reimbursement payment schedule below.

**Retiree Insurance Reimbursement (Annual)**

Type	2004	2005	2006	2007
Single 65+	\$2,127	\$2,500	\$3,000	\$3,500
Single Under 65	\$4,271	\$4,700	\$5,200	\$5,800
Parent/Child(ren)	\$7,568	\$8,350	\$9,200	\$10,150
2 Adults	\$10,280	\$11,300	\$12,400	\$13,700
Family	\$10,794	\$11,900	\$13,100	\$14,450

- 6.9 It is understood that in order to be eligible for these reimbursement payments, the retiree must furnish proof on a quarterly basis of health insurance purchase by providing the Township Administrator’s office with a copy of the insurance premium billing. Failure to provide such proof within a reasonable time will result in the loss of this benefit.
- 6.10 It is understood that if the retiree’s quarterly premium is less than the amount in the reimbursement schedule, the retiree will receive the actual premium amount. In no case will the quarterly reimbursement payment exceed the actual quarterly premium.

## SECTION 7 – PAID LEAVES OF ABSENCE

- 7.1 In the event of death in the employee's immediate family, or the death of a relative who resides with the employee, the employee will be granted a leave of absence with full compensation from the day of death to the day of burial, inclusive, but not to exceed a total of five (5) days.
- 7.2 The term "immediate family" shall include husband, wife, mother, mother-in-law, father, father-in law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandmother, grandfather, and grandchild.
- 7.3 An extension of such leave, not to exceed two (2) days, may be granted for the purposes of necessary travel, subject to the prior written approval of the Administrator.
- 7.4 Notwithstanding the content of the foregoing subparagraph, the Administrator or Department Head, in his sole discretion, may grant special consideration in those situations which are not covered by the above circumstance.
- 7.5 Any employee who is disabled because of occupational injury or occupational illness shall be granted a leave of absence with base pay. Any amount of salary or wages paid or payable to such an employee for workers' compensation shall be reduced by the amount of workers compensation paid under the New Jersey Workmen's Compensation Act. Such leave shall be limited to a maximum of six (6) months from the date of injury or illness or until workmen's compensation payments terminate, whichever is sooner. The employee shall forward to the Township Treasurer any workers compensation payments received during the period of disability leave.
- 7.6 An employee returning from authorized leave of absence shall be returned to the same or comparable job unless said position has been eliminated or the employee has been laid off in accordance with a reduction in force.
- 7.7 Sick leave is a privilege to be used when needed for genuine illness or injury. Employees are encouraged to protect themselves against a lengthy disability by building up a bank of accumulated sick leave.

Eligible regular employees may take paid sick leave for absences caused by personal or immediate family illness, injury, medical quarantine, dental, optical, or medical examination and treatment.

Eligible regular employees may use sick leave to provide care to an immediate family member with the approval of the department head and administration.

Other accrued paid time off and unpaid leave may be available to eligible regular employees for this purpose.

(a) Eligibility for Paid Sick Leave

- (1) A paid sick day is equal to the standard workday for each department. Use of paid sick leave will be recorded in hours. Unused paid sick leave will be carried over to a maximum accumulation cap of 100 days.
- (2) An employee who becomes a regular full-time employee, whether by completing the four-month probationary period or otherwise, will earn one (1) paid sick day for each month of work completed. Any paid sick days advanced during the four-month probationary period must be reimbursed if the employee leaves Township service.

(b) Use of Sick Leave

- (1) An employee shall report an absence due to an illness, injury or other cause prior to or within fifteen minutes of the employee's normal starting time. All such absences must be reported even if the employee has exhausted or is not eligible for paid sick leave. The employee will report the reason for the absence, the expected duration, if known, and a telephone number where he/she may be contacted. Failure to notify management may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- (2) Failure to make a timely report of an absence will be recorded as an unexcused leave of absence for which the employee will be subject to disciplinary action up to and including dismissal.
- (3) The employee must report his or her absence on each successive day of absence unless a healthcare provider specified in writing the length of the employee's absence and expected date of return. An employee who has been absent for three (3) consecutive workdays shall be required to bring in a doctor's note indicating the nature of the illness and noting the days that the employee was not able to work. Any employee who takes a sick day before or after a holiday or vacation day shall be required to provide a doctor's verification.
- (4) The Administrator or Department Head may at any time request a written certification by the attending healthcare provider. In all cases of reported illness, injury or quarantine, the Township reserves the right to have a physician, visiting nurse, or medical officer investigate the report.

(5) The Administrator may, at the township's expense, refer an employee to a licensed physician for certification of the employee's fitness to return to work.

(6) Sick leave shall be in allotments pursuant to the Township personnel manual with the exception that one eight hour day may be taken in one-half hour increments with the rest of sick leave being taken in one-half day (four hour) increments, except when otherwise approved by the Management

(c) Abuse of Sick Leave

(1) Sick leave is a privilege and shall not be used for purposes other than those described herein. An employee who uses sick leave for purposes other than those permitted shall be subject to disciplinary action up to and including termination.

(2) An employee who displays a pattern of absences may be required to provide medical verification of each subsequent absence.

Such patterns may include, but are not limited to, taking one or two days repeatedly over a several month period, regularly exhausting paid sick leave before the middle of a calendar year, or using one or two hours of paid sick leave in order to delay the start or hasten the end of the workday. Any employee who takes a sick day before and/or after a holiday, vacation, or inclement weather closure shall be required to provide a doctor's verification.

Family leave as provided by the Family and Medical Leave Act (FMLA) and/or the Family Leave Act (FLA) shall be granted, where applicable, to eligible employees in accordance with the applicable law and Township policy. Where appropriate, said leave shall run concurrent with any leave provided by the Township.

- 7.8. One employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence without pay not to exceed five (5) days per year, to attend Union conventions.
- 7.9. Personal Leave - After completion of the probationary period, employees shall be permitted up to a maximum of three (3) days of personal leave in a given calendar year. Personal leave shall be scheduled at least twenty-four (24) hours in advance and be approved by the Management unless the employee has a bona fide emergency. Personal leave may be taken in increments of a minimum of four (4) hours.

7.10 Jury Duty Leave – All employees covered under this agreement who lose time from their job because of jury duty as certified by the Clerk of the Court shall be paid by the Township their full daily base rate of pay, less reimbursement, if any, up to a maximum of eight (8) hours per day, subject to the following conditions:

(a) The employee must notify Management immediately upon receipt of a summons for jury service;

(b) The employee submits adequate proof of the time served on the jury and the amount received for such service

If on any given day an employee is attending jury duty within the County of Mercer and he or she is released by the court prior to 12:00, noon, that employee shall be required to return to work.

### **SECTION 8 – PROBATIONARY EMPLOYMENT**

8.1 All new hires shall work a probationary period of four-months, which is intended to provide an employee with an opportunity to perform in a manner which satisfies Township standards and thereby to become, or be reinstated as, a regular employee. Probationary employees shall be eligible for health benefits in accordance with Township policy. Probationary employees shall not be eligible for any of the other benefits provided by this agreement. Employee grievance rights provided by this Agreement shall not be applicable during the probationary period, except for Article 11 Equal Treatment. The Township may extend the probationary period providing advance notice is given to the Union and the employee based upon unsatisfactory or need of improvement job performance.

### **SECTION 9 – SENIORITY**

9.1 Seniority is defined as an employee's total length of service with the Township beginning with his/her date of hire.

9.2 An employee shall lose all seniority and his/her employment status shall be terminated for the following reasons: (a) discharge for cause; (b) voluntary resignation; (c) absence from work for three (3) or more consecutive workdays without permission or without properly notifying Management.

9.3 In the event an employee is laid off and then recalled the employee's prior seniority shall be reinstated. However, the employee shall not receive seniority credit for that time laid off.

9.4 The Township shall maintain an accurate, up to date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of

same to the Union upon reasonable request. The Union representative shall be notified of any changes in the list.

**SECTION 10 – HOLIDAYS**

10.1 The following days are recognized paid holidays whether or not worked:

New Year's Day	General Election/Floating Holiday
M. L. King, Jr. Birthday Observed	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day Observed	Christmas Day
July Fourth	New Year's Eve
Labor Day	

10.2 When a Township holiday falls on a Sunday, it shall be observed the following Monday. When such a holiday falls on a Saturday, it shall be observed on the immediately preceding Friday. All employees required to work on a holiday shall receive double time their rate of pay.

10.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the Township and must have worked his full regularly scheduled workday before and after the holiday, unless such absence is authorized.

**SECTION 11 – EQUAL TREATMENT**

11.1 The Township and the Union agree that there shall be no discrimination or favoritism for reasons of sex, age, race, religion, political affiliation, handicap, sexual preference, marital status, ancestry, national origin, Union membership, non-Union membership or Union activities. Pursuant to the Township's Equal Employment Opportunity policy any employee who believes that his/her rights have been violated may file a complaint directly with the Township Administrator or his or her designee.

**SECTION 12 – VACATION LEAVE**

12.1 The following vacation schedule shall apply:

<b>EMPLOYMENT PERIOD</b>	<b>VACATION</b>
Less than one year of service if employed before July 1 and after completing a minimum	1 day per month

of four (4) months of continuous service

After completion of one (1) year of continuous service	Fifteen (15) work days
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After completion of eight (8) years of continuous service	Twenty (20) work days
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After completion of fifteen (15) years of continuous service	Twenty-five (25) work days
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After completion of twenty (20) years of continuous service	Twenty-eight (28) days
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- 12.2 Up to five (5) unused vacation days may be accumulated one year beyond the calendar year in which they are earned.
- 12.3 An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year.
- 12.4 Whenever an employee dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.
- 12.5 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay except military leave.
- 12.6 Vacation scheduling shall be determined by Management consistent with the efficient operation of the department. No later than February 28<sup>th</sup> of each year, Management shall post vacation periods and a list of seniority in each title and the number of employees permitted to take vacation during each weekly period. Employees in accordance with seniority shall be given first choice and shall pick his/her first block of up to ten (10) consecutive work days after which time they go to the bottom of the list and shall not pick his/her next block of vacation time until after all other employees in his/her title have had their pick. After every employee has made their selected blocks of time, employees may then select additional blocks of time and/or single days.

Those employees failing to select within twenty (20) days of the posting shall go to the bottom of the list. These employees may pick at other times of the year subject to availability. In these cases, seniority will not displace a person who has scheduled vacation time in accordance with proper procedure.

### **SECTION 13 – ACTING PAY**

- 13.1 Any employee who is assigned by Management all of the duties and responsibilities of a higher paying job classification shall receive the minimum rate of pay for that job classification from the first hour worked in the day that the employee worked four (4) consecutive hours, in the higher classification.

### **SECTION 14 - NO STRIKE/JOB ACTIONS**

- 14.1 There shall be no strikes, concerted failure to report to work, walkouts, sympathy strikes, refusal to cross picket lines, job actions, slow downs, sick outs, picketing or other interference and/or interruptions of work. The Union agrees that it will take whatever action is necessary to prevent its members from participating in any of the above activities.
- 14.2 In cases of unauthorized activity as described herein, the Township may impose disciplinary measures or discharge any or all of those employees directly or indirectly involved and such discipline or discharge shall be deemed to be for just cause. In addition to any labor dispute there will be no lockout.

### **SECTION 15 – CLASSIFICATIONS AND POSTINGS**

- 15.1 If during the term of the Agreement the Township determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination and rate of pay for the position.

### **SECTION 16 – DISCIPLINE**

- 16.1 Any disciplinary action shall be in accordance with the Township Personnel Manual. Any suspension or any removal of an employee may be pursued to arbitration as set forth in Section 17 of this Agreement, Grievance Procedure, provided the Union supports the request for arbitration. The employee shall have ten (10) days from the date of receipt of final notice of disciplinary action to appeal the matter to arbitration.
- 16.2 Any minor disciplinary letters and reference to any minor disciplinary actions imposed on an employee shall remain in an employee's personnel file subject to the right of an employee to have same expunged from said file upon completion of a five (5) year period following such action having been taken if there is no



accrual of a like minor discipline upheld against the employee. The responsibility for removal shall rest with a written request by the employee.

Minor disciplinary action includes a verbal reprimand or a written reprimand that does not result in a suspension.

### **SECTION 17 – GRIEVANCE PROCEDURE**

- 17.1. **DEFINITION:** The term “grievance” as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual, the Union, or the Township.
- 17.2 Any grievance of an employee or of the Union shall be handled in the following manner:
- Step 1** – The aggrieved employee and/or Union representative, or both, shall take up the grievance or dispute with the employee’s immediate supervisor within five (5) working days after the occurrence of the event which the grievance arises from. The immediate supervisor shall then attempt to adjust the matter and shall respond to the employee and Union representative within five (5) working days.
- Step 2** – If the grievance has not been settled to the employee’s satisfaction, it shall be presented in writing by the Union representative to the department head within five (5) days after the immediate supervisor’s response is due. The department head shall respond in writing to the local President or his designated representative within five (5) working days.
- Step 3** – If the grievance still remains unadjusted, it shall be presented by the local President or Union representative to the Township Administrator in writing ten (10) working days after the response of the department head is due. If necessary, the Township Administrator shall meet with all parties involved within ten (10) working days and shall render a decision in writing within five (5) working days following such meeting.
- Step 4** – If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of the Township Administrator is due, by written notice to the Township Administrator, proceed to arbitration. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days of such decision and shall be final and binding on both parties.
- 17.3 The following procedure will be used to secure the services of an arbitrator:

- a. A representative of the Township and a representative of the Union will attempt to select a mutually satisfactory arbitrator.
  - b. If they are unable to do so within ten (10) working days after the Township Administrator was notified of the Union's decision to go to arbitration, a request will be made by the grieving party to the Public Employment Relations Commission.
- 17.4 The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days of such decision and shall be final and binding on all employees, the Union and the Township. The arbitrator's authority shall be limited to the collective bargaining agreement. The arbitrator shall have no authority to add to, subtract from or modify this agreement.

Any grievance not presented within the time limits herein shall not be subject to arbitration and shall not thereafter be considered a grievance under this Agreement unless the Township agrees in writing to either extend or waive the time limits set forth herein. No payment or relief granted by the arbitrator shall be retroactive prior to the date of the grievance.

Should any appeal from a disposition of the grievance not be taken by the Union or the grievant within the time limits set forth in this Agreement, then the grievance shall be considered settled and any further action under the grievance procedure shall be barred. Any disposition of a grievance accepted by the Union or from which no appeal has been taken by the Union or the grievant, shall be final and conclusive and binding upon the employee(s), the Township and the Union.

If the Township does not respond to a grievance within the time periods set forth in the grievance procedure and the Union or the grievant(s) wish to pursue the grievance, the Union or the grievant(s) shall advance the grievance to the next step at the expiration of the time period provided for the Township to respond to the grievance.

- 17.5 The Union will notify the Township in writing of the names of those employees who are designated by the Union to represent employees under the grievance procedure.
- 17.6 The Township shall also have the right to file a grievance. Said grievance shall be filed directly with the local President and if not resolved at that level, proceed directly to arbitration consistent with Section 17.3.
- 17.7 All fees and expenses of the arbitrator shall be borne equally by the parties.

## **SECTION 18 – UNIFORMS**

18.1 All employees covered under this Agreement are required to wear a Township issued uniform at all times while working. The Township shall provide all regular, full time employees covered under this Agreement with the following:

- Three (3) non-hooded sweatshirts per year.
- One (1) hooded heavy weight sweatshirt per year.
- Disbursement for up to two (2) pair of ANSIZ 41-1991 steel tip work boots per year, not to exceed \$200.00, payable by March 1<sup>st</sup> each year.
- Rain gear shall be supplied on an as needed basis after the worn out gear is turned in. (One (1) pair of rain gear shall be issued upon initial employment).
- Six (6) pairs of gloves per year per weather conditions.
- Safety vests shall be issued as needed.
- Carhart jackets shall be supplied as needed.
- Six (6) cotton short sleeved t-shirts per year.

The following uniforms shall be supplied and cleaned weekly:

- Eleven (11) cotton or blended pants.
- Five (5) short sleeved cotton or blended shirts.
- Five (5) long sleeved cotton or blended shirts.
- Two (2) perma-lined jackets.
- One (1) coverall, unless demonstrated need for a 2<sup>nd</sup> coverall.
- Mechanics shall be supplied with eleven (11) long sleeved cotton or blended shirts and three (3) sets of coveralls.

18.2 Each employee shall be responsible for maintaining the safety equipment furnished to them. Upon separation of employment all uniforms and safety equipment must be returned to the Township. The Township will be reimbursed for uniforms and for equipment not returned through payroll deduction or direct payment by the employee.

## **SECTION 19 – JOB POSTINGS**

19.1 Notice of all vacancies shall be posted on employee bulletin boards. Newly created positions, vacancies or promotional jobs shall be posted with the rate of pay.

## **SECTION 20 – LONGEVITY**

20.1 Each full time employee shall be entitled to longevity pay based solely on the length of full time employment with the Township of Princeton. The payments

shall be made in conjunction with the payment of the base rate of an employee's compensation and shall be in accordance with the following schedule:

LENGTH OF SERVICE	AMOUNT PER ANNUM
7 years	\$ 725.00
10 years	\$1,375.00
15 years	\$1,675.00
20 years	\$2,175.00
24 years	\$2,325.00

Effective January 1, 2005, longevity shall be increased as follows:

LENGTH OF SERVICE	AMOUNT PER ANNUM
5 years	1% of base salary
10 years	2 %
15 years	3%
20 years	4%
24 years	5%

- 20.2 Longevity pay, as heretofore set forth, shall become effective on the employee's anniversary date of employment. Those employees hired prior to January 1, 2005 shall receive the percent of base pay or the schedule, whichever is greater.

### **SECTION 21 – PAST PRACTICES**

- 21.1 All past practices not included in this agreement shall be deemed to be no longer in existence. The Personnel Manual shall continue to apply to the bargaining unit unless superceded by the collective bargaining agreement. The Township reserves the right to change the Personnel Manual.

### **SECTION 22 – LICENSE**

- 22.1 All employees, except Laborers, are required to submit to Management proof of a Commercial Drivers License (CDL) annually. Other employees shall submit proof of a current driver's license. Should an employee have his/her license revoked or suspended, it is his/her responsibility to report said suspension to Management. During the suspension, the employee shall be demoted to a lower classification with loss of pay until such time as he/she can prove that his/her license has been reinstated or terminated by the Township depending upon the needs of the Township.

### **SECTION 23 – SEVERABILITY AND SAVINGS**

- 23.1 If any provision of this contract shall be adjusted invalid, said section shall be considered removed from the contract. Such adjudication shall not affect the validity of the remaining sections which shall be deemed severable therefrom.

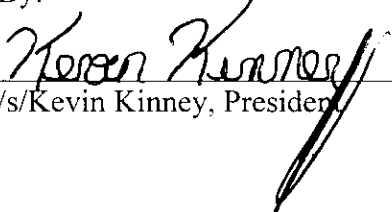
**SECTION 24 – TERM AND RENEWAL**

24.1 This Agreement shall be in full force and effect for the period commencing January 1, 2008 through December 31, 2011. The Township and the Union agree to jointly enter into discussions for a renewal of the Agreement no later than the ninetieth (90<sup>th</sup>) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Princeton Township, New Jersey on this 9 day of September, 2008.

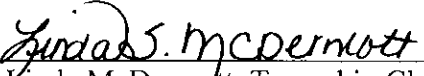
**LOCAL 1530, COUNCIL 73  
AFSCME, AFL-CIO**

By:

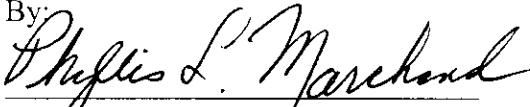
  
\_\_\_\_\_  
/s/ Kevin Kinney, President

**TOWNSHIP OF PRINCETON  
COUNTY OF MERCER**

By:

  
\_\_\_\_\_  
Linda McDermott, Township Clerk

By:

  
\_\_\_\_\_  
Phyllis L. Marchand, Mayor

**WAGE SCHEDULE**

TITLE	@ 1000 +3.0% 2008	@3.0% 2009	@3.0% 2010	@3.0% 2011
<b><u>Laborer</u></b>				
Initial 0 Year	40,272	41,480	42,724	44,006
After 1 year in service in step program	40,979	42,208	43,474	44,778
After 2 years in service in step program	41,686	42,937	44,225	45,552
After 3 years in service in step program	42,393	43,665	44,975	46,324
After 4 years in service in step program	43,100	44,393	45,725	47,097
<b><u>Truck Driver</u></b>				
Initial 0 Year	43,678	44,988	46,338	47,728
After 1 year in service in step program	44,497	45,832	47,207	48,623
After 2 years in service in step program	45,314	46,673	48,073	49,515
After 3 years in service in step program	46,133	47,517	48,943	50,411
After 4 years in service in step program	46,955	48,364	49,815	51,309
<b><u>Equipment Operator</u></b>				
Initial 0 Year	47,092	48,505	49,960	51,459
After 1 year in service in step program	48,629	50,088	51,591	53,139
After 2 years in service in step program	50,162	51,667	53,217	54,814
After 3 years in service in step program	51,700	53,251	54,849	56,494
After 4 years in service in step program	53,235	54,832	56,477	58,171
<b><u>Mechanic</u></b>				
	54,582	56,219	57,906	59,643
<b><u>Heavy Equipment Mechanic</u></b>				
	61,879	63,735	65,647	67,616

**Tree Care Technician**

47,771      49,204      50,680      52,200

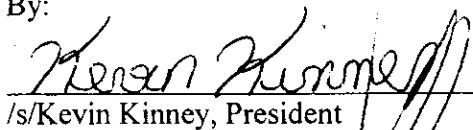


CONTRACT AMENDMENT #1

6.5 The Township will pay to any employee who "opts out" of carrying Township provided medical insurance. The employee will be paid for 50% of the savings realized by the Township up to \$[3,000] 5000 annually.

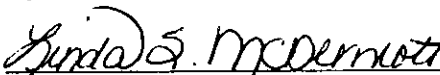
**LOCAL 1530, COUNCIL 73  
AFSCME, AFL-CIO**

By:

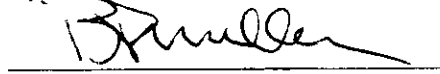
  
/s/Kevin Kinney, President

**TOWNSHIP OF PRINCETON  
COUNTY OF MERCER**

By:

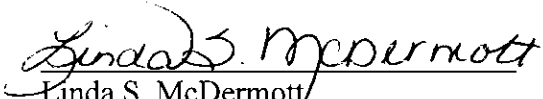
  
Linda McDermott, Township Clerk

By:

  
Bernard Miller, Mayor

**BE IT RESOLVED** that the Mayor and Township Clerk are hereby authorized to execute the attached amendment to the public works agreement.

I, Linda S. McDermott, Clerk of the Township of Princeton, hereby certify that the foregoing resolution was adopted by the Princeton Township Committee at its regular meeting held on the 26<sup>th</sup> day of January, 2009.

  
Linda S. McDermott  
Township Clerk