

September 7, 2012

AGREEMENT

between

THE TOWNSHIP OF MILLSTONE

and

COMMUNICATION WORKERS OF AMERICA

LOCAL 1038

Supervisory

Effective: January 1, 2011 through December 31, 2014

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PURPOSE

This agreement is entered into pursuant to the provisions of the Public Employment Relations Act of the State of New Jersey to promote and ensure harmonious relations, cooperation, and understanding between the Township and its employees, to prescribe the rights and duties of the Township and employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the Township of Millstone.

ARTICLE I

RECOGNITION

The Township hereby recognizes Communication Workers of America, Local 1038, as the sole and exclusive negotiating agent and representative for all regularly employed full and part-time supervisory employees of Millstone Township, but excluding all other Township employees.

Excluded from the bargaining unit are all managerial executives, confidential employees and supervisors within the meaning of the Public Employment Relations Act; craft employees, casual employees, temporary/seasonal employees and other employees of the Township of Millstone.

ARTICLE II

NON-DISCRIMINATION

The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, age, disability, sexual orientation, national origin, political affiliation or membership or non-membership or activity in the Union.

ARTICLE III

PENSION

All covered employees of the bargaining unit may be members of PERS/DCRP provided the employee meets the eligibility requirements established by each pension plan. The Township will pay its appropriate share to the Fund for all amounts which the Fund requires to be made on behalf of the employees so covered.

ARTICLE IV

SENIORITY

Section 1

A newly hired employee will be considered probationary and without seniority.

Section 2

A non-probationary employee may be disciplined or discharged only for just cause.

Section 3

Seniority is defined as an employee's length of uninterrupted service with the Township beginning with the employee's first day of employment. Seniority for all rights that are based on seniority will accumulate from the employee's first day of employment with the Township until there is a break in continuous service. Employees will not be entitled to exercise their seniority rights until the completion of their probationary periods.

Section 4

A break in continuous service is defined as voluntary resignation, discharge for cause, retirement, layoff or failure to return upon any leave of absence that is approved by the Township.

Section 5

When two or more employees have the same date of hire the most senior of the employees will be the employee with the earliest month and day of birth. The next most senior employee will be the employee with the next earliest month and day of birth.

ARTICLE V

PROBATION

Section 1

All newly hired employees shall be subject to a twelve (12) month probationary period. The purpose of the probationary period is to enable the Township to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status. The Township shall have the absolute right to set the working conditions and job duties for employees on probationary status. The Township shall also have the absolute right to discipline or terminate a probationary employee on probationary status, and such decision to discipline or terminate a probationary employee shall not be subject to the grievance procedure beyond Step 2--Township Administrator.

Section 2

All new employees shall be hired at the minimum rate except that the Township may hire employees at a higher rate up to the normal salary rate as follows:

- a) For each year of comparable experience, education and/or training, the Township may hire employees at a rate of up to an additional \$1,000.00 above the minimum.
- b) In no event shall an employee be hired above the normal salary rate as designated in the Township salary ordinance.
- c) Prior to hiring an employee above the minimum, the Township shall indicate in writing to the Union that the employee has the comparable experience, and the Union will, upon seeing such written indication, acknowledge the hiring at the special hiring rate.

Section 3

The seniority date for employees who successfully complete their probation will be their first day of employment with the Township.

ARTICLE VI

LAYOFFS

When the Township reduces the work force, the following procedure will apply:

1. Employees will be laid off in the order of least seniority, provided the remaining employees are then qualified to perform the jobs to be done in the sole opinion of the Township. For purposes of layoff procedure, employees will be divided into three groups: Clerical, Public Works, and Licenses or specialized.
2. Whenever possible, in accordance with applicable federal and state laws, the Township will provide at least sixty (60) days notice of a potential layoff to affected employees.

ARTICLE VII

GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this agreement the following procedures shall be used:

Section 1—Definition

Any grievance or dispute which may arise between the parties involving the application, meaning, violation, misapplication or interpretation of this Agreement, but shall exclude any alleged understanding, practice or other matters outside the terms of this Agreement.

Section 2—Procedures

STEP 1—Informal—Immediate Supervisor

Within ten (10) working days of the time a grievance arises or within ten (10) working days of the date when the grievant knew or should have known of its occurrence, the employee or the Union will personally present the grievance informally to his or her immediate supervisor. Within ten (10) working days after presentation of the grievance, the immediate supervisor may render a written or oral decision to the employee with a copy to a Union representative. If the employee's grievance is with the immediate supervisor, the employee may bypass this step and proceed directly to Step 2.

STEP 2—Formal—Township Administrator

Within ten (10) working days of the written decision or answer of the immediate supervisor, if the grievance is not resolved, the employee or the Union shall file a written grievance with the Township Administrator. The said grievance shall include a complete recitation of the situation complained of a designation of the section of the contract alleged to have been violated and how the same was specifically violated. The Township Administrator will arrange a meeting with the employee and a Union representative not later than ten (10) working days from his receipt of the grievance to attempt to resolve the same. The Township Administrator shall give a written decision to the employee, with a copy to a Union representative, not later than ten (10) working days after the said meeting.

STEP 3 —Binding Arbitration

- A. In the event the grievance is not resolved at Step 2, the union may seek relief at binding arbitration as herein specified. The initiation of binding arbitration must begin within thirty (30) calendar days from receipt of the Township Committee's answer to the grievance.
- B. Arbitration requests shall be directed to the Public Employment Relations Commission subject to the rules then existing of such agency. The aggrieved party will copy the other party on his or her request. The request will specify the particulars of the grievance and the contract provision(s) allegedly violated.
- C. The selection of the independent arbitrator will be made pursuant to the rules then existing of the Public Employment Relations Commission.
- D. An arbitrator will not have the power or authority to add to, subtract from, or modify the provisions of this Agreement or the laws of the State of New Jersey and will confine his or her decision solely to the interpretation and application of this Agreement. The

arbitrator will confine him or herself to the precise issues submitted for arbitration and will have no authority to determine any other issues not so submitted. The arbitrator will not submit observations or declarations of opinions which are not relevant in reaching the determination. The arbitrator may prescribe an appropriate back pay remedy when he or she finds a violation of this Agreement, provided that such remedy is permitted by law and is consistent with the terms of this Agreement. The arbitrator will have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

- E. Neither the Union nor the Township may withdraw any notice of the desire to arbitrate a case or otherwise discontinue arbitration proceedings, except without prejudice, unless the other party consents that such withdrawal or discontinuance be without prejudice.
- F. The decision of the arbitrator is final and binding upon both parties and the grievance will be considered permanently resolved subject to either party's right to appeal provided by statute and/or enter a judgment on the award in Superior Court.
- G. The expenses of the arbitrator will be borne by both parties equally. Each party is responsible for the expenses of any witnesses it calls to the arbitration.
- H. If the Public Employment Relations Commission is abolished or ceases to handle arbitrable matters, the parties will meet to agree upon another method of choosing an arbitrator.

Section 3

A group grievance, one that may affect a group of employees, may be presented by the Union at Step 2.

Any grievance not processed to the next step in the Grievance Procedure with the time limits provided for such proceeding shall be deemed to have been abandoned by the moving party.

If the Township does not respond to a grievance within the time periods set forth in the grievance procedure, the Union may advance the grievance to the next step.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance and any effect thereof shall have been fully determined.

ARTICLE VIII

WAGES

There shall be no salary increase for calendar year 2011.

All salaries shall increase by two percent (2%) effective January 1, 2012.

All salaries shall increase by two percent (2%) effective January 1, 2013, after being adjusted to include meeting attendance and minutes, court sessions and mileage stipends.

All salaries shall increase by two percent (2%) effective January 1, 2014.

An employee hired after September 1st of a given year will not be eligible for the percentage increase the immediately following January 1st, but will receive the negotiated increases in subsequent years.

The minimum hourly rate for entry level Public Works and Clerical employees will be \$12.50. Upon successful completion of the probationary period the minimum hourly rate will be \$15.00.

ARTICLE IX

MEETING ATTENDANCE

Section 1 - Payment for meeting attendance, minutes and court session shall be added to the pensionable salary of the employee beginning in 2013. The payments are as follows: Agricultural Advisory Council - \$2,250; Board of Adjustment - \$2,250; Court - \$4,500; Parks & Recreation Commission - \$2,250; Planning Board - \$2,250; Open Space Farmland Preservation Commission - \$2,250.

Section 2 - Court employees will receive forty-five dollars (\$45) for each "call-out" for the Court that occurs after hours. This payment will not be considered part of employees' salaries. Employees must submit vouchers to the Township Administrator within fourteen (14) business days of the call-out indicating their presence at and the date of the call-out for which they wish to be paid. No compensatory time will be granted in lieu of payment for call-outs.

ARTICLE X

MILEAGE

Effective December 31, 2012, Section 1 of this Article shall be deleted from the Agreement. Equivalent value for the annual mileage stipend shown below shall be added to the pensionable salary of each employee beginning in 2013 who received this stipend in 2012 as specified below.

Section 1 - The following employees shall receive an annual mileage reimbursement of two thousand eight hundred dollars (\$2,800) during the 2012 calendar year: Building Sub-code Official, Electrical Sub-code Official, Plumbing Sub-Code Official, Code Enforcement Official, and Tax Assessor. The Township shall not provide Township vehicles for employees in these job classifications.

Section 2 - Employees in the Public Works and Clerical Departments, excluding sub-code officials, code enforcement official and the tax assessor, will receive a mileage reimbursement for the use of personal vehicles in connection with official travel upon the submission of a voucher to the Township Administrator indicating the time and reason for travel. The amount of reimbursement will be based on the rate set annually by the United States Internal Revenue Service.

ARTICLE XI

JOB OPENINGS AND PROMOTIONS

- A. Notice of all job vacancies shall be posted on the bulletin board for seven (7) business days, whenever possible. There may, however, be emergency situations when the Township will need to fill a position temporarily and then commence the hiring process to fill the position. Employees interested in the position may advise the Township Administrator in writing of their interest in the posted position.

- B. In the event an employee is temporarily assigned higher rated job duties than his or her normal duties for more than ten (10) business days up to a maximum of sixty (60) business days, the employee will receive the higher rate of pay for all hours so assigned. Such pay will be retroactive from the first day the employee assumed his or her temporary position. If the Township considers it necessary, the Township Administrator may request an extension from the Township Committee to keep the employee in the temporary position for an additional sixty (60) days. Employees temporarily assigned to job duties in a lower paid position will suffer no loss of pay during that time period.

- C. Employees shall not apply for promotions or transfers during their probationary periods. The Township may promote employees in its own discretion. In the event any non-probationary employee is promoted, he or she will be subject to a one hundred twenty (120) calendar day probationary period in the new job. The Township has the absolute right to return the employee to the prior position held by the employee and such decision shall not be subject to the grievance herein or otherwise challenged by the Union.

ARTICLE XII

HOLIDAYS

The following days are recognized as paid Holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King Jr. Day	* Columbus Day
* Lincoln's Birthday	* General Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
July 4 th	Christmas

* Lincoln's Birthday, Columbus Day and Election Day holidays may be designated as floating holidays by the Township; all municipal offices will remain open and staffed. Staffing will be based on seniority and must be coordinated with the Department Head. If an employee works on a floating holiday, that employee is entitled to a day off within the next four (4) months. Normal approval process applies. The floating holiday must be taken within four (4) months following the holiday.

It will be left to the Township Committee or its designee to set the hours of work for Christmas Eve and New Year's Eve each year.

In order to receive holiday pay, employees must work the day before the holiday or have received prior written approval from the Township Administrator to utilize accrued unused paid leave, including vacation, sick, personal or compensatory time. Use of Sick Leave before or after a holiday will have to be medically documented for the employee to receive holiday pay. Employees shall, in addition to the holiday pay, receive time and a half for any hours worked on a recognized holiday.

Upon the Township's sole discretion, it may permit employees who work any hours on a recognized holiday to take all or part of another work day off in lieu of the hours worked. Employees must submit written requests to the Township Administrator no less than ten (10) calendar days prior to the date of the scheduled holiday.

Employees who are called into work on Thanksgiving, Christmas or New Year's Day with the approval of the Township Administrator will be compensated at a rate of double their regular rate of pay.

Permanent part-time employees will receive holiday pay when the holiday is celebrated by the Township on one of the part-time employee's scheduled work days. Seasonal/temporary employees are not eligible for holiday pay.

ARTICLE XIII

SICK LEAVE

- A. Sick Leave is defined to mean absence from work by an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family who is seriously ill requiring the care or attendance of such employee. A doctor's note may be required after a three (3) day absence as verification for the reason for the leave.
- B. During their first year of employment, full-time employees will accrue one (1) day of paid sick leave for each month of employment from the employee's start date to December 31st of that year. A sick day will not accrue in the first month of employment if the employee's start date is on or after the fifteenth of the month. Employees will receive twelve (12) sick days during each calendar year thereafter. Part-time employees will accrue sick days on a pro-rata basis depending on the number of hours worked.
- C. Employees may accrue sick days indefinitely and can utilize sick days only when being used for the purposes outlined in this section. Employees will not receive compensation for unused accrued sick days. The only exception is that upon retirement, employees who have a minimum of fifteen (15) years of service with Millstone Township can redeem their accrued, unused sick days at one-half (1/2) their value up to a maximum of

fifteen thousand dollars (\$15,000). The rate of pay for this calculation is the employee's rate of pay immediately preceding the retirement date.

ARTICLE XIV

LONGEVITY

Employees employed prior to November 1, 2004, will receive the following longevity pay:

<u>Years of Service</u>	<u>Full-Time Employees</u>	<u>Part-Time Employees</u>
0-5	\$0	\$0
6-10	\$800	\$600
11-15	\$1,000	\$750
16-20	\$1,200	\$900
21-25	\$1,500	\$1,125
26+	\$1,800	\$1,350

Employees hired on or after November 1, 2004, will receive the following longevity pay:

<u>Years of Service</u>	<u>Full-Time Employees</u>	<u>Part-Time Employees</u>
0-5	\$0	\$0
6-10	\$400	\$200
11-15	\$500	\$250
16-20	\$600	\$300
21-25	\$750	\$375
26+	\$900	\$450

ARTICLE XV

HOURS OF WORK AND OVERTIME

Section 1

This Article shall not be construed as a guarantee of hours of work per day, per week or yearly, but is intended to set forth the normal working hours of employees covered by this Agreement.

Section 2

Working hours for employees covered by this Agreement shall be as follows:

- A. For Department of Public Work employees, eight and one-half (8-1/2) hours per day, 7:00 a.m. to 3:30 p.m., Monday through Friday, together with a one-half (1/2) hour unpaid lunch, along with two (2) fifteen (15) minute paid breaks each day. The Township shall have the sole right to set the hours of work, lunch and break periods. All breaks must be taken at or near employees' current work assignments, or any travel time will be included within the break period. The Township shall have the sole right, upon notification to the Union, to modify employee break periods to comply with state and federal wage and hour laws and regulations pertaining to the operation of heavy-duty machinery and equipment.
- B. For Administrative employees, seven and one half (7-1/2) hours per day, 8:30 a.m. to 4:00 p.m., Monday through Friday, together with a one-half (1/2) hour unpaid lunch. The Township shall have the sole right to set the hours of work, and lunch periods.
- C. The starting and ending times specified in Sections A and B above may be altered by the Township Administrator by not more than one hour.
- D. All employees must report to their base of operation (municipal building(s) or public works building, as applicable) at the beginning and at the end of their work day.
- E. Employees may not waive lunch or break periods so that they may start work late or leave work early.
- F. The Township shall have the right, upon notification to the Union, to change employees' work schedules when it considers it in the best interest of the Township to do so. Such changes will not be made to deprive employees of overtime or to have delayed closings when there are delayed openings due to snowstorms or other acts of God. In such cases, the Township will continue the current practice of paying employees according to their normal hours of work. The Township will provide a minimum of two (2) weeks' notice of the change in hours if the change will last for three (3) or more months. No prior notification will be required in the event of emergencies (such as weather emergencies, disasters, police activities or other emergencies declared by government or Township officials).

Section 3

Overtime shall be paid at the rate of one and one-half (1-1/2) times employees' regular rate of pay for all hours, including authorized paid leave time, in excess of forty (40) hours per week. Employees working a thirty-five (35) hour week shall receive straight-time pay for hours worked between thirty-five (35) and forty (40) per week. Only employees who are eligible for overtime pay as non-exempt employees under federal and state wage and hour laws shall be eligible to receive overtime pay.

At the time when the overtime work opportunity is offered, the employee may select payment in either cash or compensatory time in accordance with the paragraph above. When the employee elects compensatory time, the employee and his/her immediate supervisor shall, within one (1)

week of the date on which the overtime was worked, agree on a date when the compensatory time is to be taken. The compensatory time shall be taken not later than ninety (90) calendar days after the overtime was worked. The ninety (90) day usage period may be extended by the Township Administrator, or his/her designee, at the request of and with the consent of the employee. Compensatory time accrual shall not exceed the length of one employee work week. (Example: 40 hours for a DPW employee, 35 hours for a clerical employee, or a part-time employee's normal work week and shall accrue in accordance with the Fair Labor Standards Act (ie. 1 ½ overtime equals 1 ½ compensatory time).

Section 4

Any employee who is called into work early, or back to work after completing his or her regularly scheduled shift and has left his or her place of work, shall be guaranteed a minimum of two (2) hours of pay, at the rate of one and one-half (1-1/2) times his or her regular rate of pay, provided such hours do not overlap into the employees' regular working hours. Employees shall be guaranteed a minimum of four (4) hours of pay at the rate of one and one-half (1-1/2) times their regular rate of pay if they are called into work on a recognized holiday, or four (4) hours of pay at the double time rate if called into work on New Year's Day, Thanksgiving Day and Christmas Day.

ARTICLE XVI

INSURANCE

- A. The Township shall continue to provide full health insurance coverage for employee and eligible dependents at a benefit level substantially similar to the NJSHBP which was in effect at the commencement of this agreement, in accordance with Chapter 78 P.L. 2010.

Insurance coverage shall commence the first of the month following sixty (60) calendar days of employment for those employees who are eligible for insurance coverage per NJSHBP rules. Eligibility for insurance coverage is defined as working thirty-two (32) or more hours per week, except for employees who work less than thirty-two (32) hours per week and who were employed prior to June 2, 2010, and were eligible for insurance benefits on June 2, 2010.

- B. The Township may, at its option, change any of the foregoing insurance coverage or carriers so long as substantially similar benefits are provided.
- C. In accordance with the provisions of Chapter 48, P.L. 1999, (N.J.S.A. 52:14-17.38) employees who retire with twenty-five (25) or more years of service with Millstone Township will receive lifetime medical insurance benefits, including Medicare reimbursement, at the Township's expense.

The twenty-five (25) years of service in Millstone Township shall not apply to employees who (a) meet the requirements of Chapter 48, (b) were employed in Millstone Township

prior to July 1, 2010, and (c) have completed at least ten (10) years of service with Millstone Township prior to retirement.

- D. Employees of the bargaining unit shall also be entitled to the provisions contained in Township Resolution No. 99-66, attached as an addendum hereto, providing annual reimbursement of dental, prescription or vision expenses incurred in the following amounts:

a. Single	\$1,000
b. Married	\$1,800
c. Parent/child	\$1,800
d. Family	\$2,100

The payments shown above shall be pro-rated based on the number of months worked prior to separation from employment or the number of months employed prior to December 31st for new hires. Effective December 31, 2012 each employee's unexpended funds for any year may be carried over to the following year for the benefit of said employee. The maximum amount payable to any employee, including carry-over funds, shall not exceed two times the amount shown above.

- E. Part time employees have the option of purchasing medical benefits by reimbursing the Township for the full cost of the benefits.

ARTICLE XVII

UNIFORMS AND SHOES

- A. For DPW employees, the Township will continue to supply eleven (11) sets of uniforms and a cleaning service at no cost to the employees. The Township will also provide a new winter jacket and raingear as necessary based on a salvage system, which cost is not to exceed one hundred dollars (\$100) per item. Additionally, the Township will also supply five (5) summer tee shirts to each employee annually. Finally, the Township will grant each employee a yearly shoe/muck boot allowance that will not exceed one hundred fifty dollar (\$150) reimbursement that will be paid upon proof of purchase. The shoes and/or muck boots will be replaced on a salvage system when these items are damaged on the job.
- B. The Township will provide six (6) shirts with collars and a three hundred dollar (\$300) maintenance allowance annually for the Construction Department Inspectors and Code Enforcement Officers.
- C. The Township will provide two (2) shirts with collars and a three hundred dollar (\$300) maintenance allowance to the Tax Assessor and the Tax Assessor Clerk.
- D. The Township will provide protective gear to its employees as it determines necessary and as required by applicable safety laws. The Township will replace any protective gear that is damaged beyond repair during the course of duty. This shall not include any

protective gear that is damaged through the willful action or wanton neglect of the employee.

- E. The most recently issued Uniforms, protective gear and rain gear must be returned to the Township upon termination of employment. The cost of missing items must be paid for by the employee and the cost may be deducted from the employee's final pay check.

ARTICLE XVIII

BEREAVEMENT LEAVE

Employees shall be granted five (5) consecutive working days off without deduction from pay or earned leave, for a death in the employee's immediate family. Immediate family is defined as spouse, child, mother, father, sibling, domestic partner. A maximum of three (3) consecutive working days will be granted in the event of death of grandparent, grandchild, mother-in-law, and father-in-law or other immediate family members residing in the employee's household.

ARTICLE XIX

VACATION

- A. Employees shall be entitled to annual vacation with pay in accordance with the following schedule. Employees' entitlement to the next level of vacation days will accrue upon their anniversary date. Therefore, employees may not take any additional days that they may be entitled to in a given calendar year until after their anniversary date.

The accrual method for vacation days will be as follows:

<u>Years of Service</u>	<u>Annual Vacation</u>
1 st calendar year of employment	Prorated depending upon employee's hire date
1 year through 5 years	Ten (10) days each year
6 years through 14 years	Fifteen (15) days each year
15 years and over	Twenty (20) days each year

All vacation time for all employees will accrue proportionately in each calendar year based on a three hundred sixty (360) day calendar year, rounded to the nearest half-day. Employees, may, however, take non-accrued vacation leave for the calendar year with prior written authorization of the Township Administrator, so long as the notice requirements of paragraph C. of this Article are satisfied.

- B. Employees may carry over up to five (5) accrued, unused vacation days that are not used within the preceding calendar year into the first six (6) months of the next calendar year. Any unused days beyond those five (5) will be forfeited. The Township will not pay for any days that are not used with the first six-month period of the following calendar year, and any unused days will be forfeited.
- C. Employees must submit written requests for vacation leave to the Township Administrator no later than thirty (30) calendar days in advance for a leave of five (5) days or more, and no later than three (3) calendar days in advance for a leave of fewer than five (5) days. Vacation leave may only be taken with the prior written approval of the Township Administrator. The Township reserves the right to approve or disapprove requests based upon the need of the Township to efficiently run its operations.
- D. Part-time employees will accrue vacation days on a pro-rata basis depending on the number of hours worked.

ARTICLE XX

PERSONAL DAYS

Each employee shall be entitled to three (3) personal days with pay each year. Personal days must be taken in full-day or half-day increments. Requests for personal days shall be made to the Township Administrator at least two (2) days in advance, except in cases of emergency. Personal days must be taken within the calendar year or they are forfeited. Any unused personal days will not be converted to sick days or any other form of leave.

Part-time employees will accrue personal days on a pro-rata basis depending on the number of hours worked.

ARTICLE XXI

UNION REPRESENTATION AND SECURITY

- A. Union officials and duly authorized Union representatives shall be admitted to the Township's premises for the purpose of conducting Union business. Requests for such visits shall be directed with reasonable advance notice to the Township Administrator and shall include the proposed time and date of the visit and specific work areas involved. Permission for such visits shall not be unreasonable withheld. Provided that requests have been made pursuant to this paragraph, such Union officials shall have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after the completion of the work shift.
- B. The CWA shall furnish the Township in writing the names and identification of its representatives.

- C. The Township agrees to deduct from the earnings of all employees covered under this Agreement the amount of dues and initiation fee (if any) as set forth in writing by the Union. Said monies, together with the names of the employees for whom the deductions were made, shall be transmitted to the Union by the fifteenth (15th) of each month following the pay period in which the deductions were made.
- D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township with written notice thereof at least thirty (30) days in advance.
- E. The Union will provide the necessary "Check-off Authorization" form, will secure the signature of its members on the forms, and will deliver the signed forms to the Finance Office.
- F. The Township agrees to deduct the "Fair Share Fee" or "Agency Fee" from the earnings of those employees who elect not to become members of the Union and transmit the fee to the Union in the same manner and frequency as normal dues deductions are made.
- G. The Fair Share Fee for services rendered by the Union shall be in an amount equal to the regular membership dues, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.
- H. The Union shall establish and maintain a procedure whereby any employee can challenge the Fair Share Fee as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- I. The Union shall indemnify, defend and hold the Township harmless against any and all claims, demands suits or other forms of liability that may arise out of, or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township.

ARTICLE XXII

MANAGEMENT RIGHTS

Section 1

It is understood and agreed that the Township possesses the sole and exclusive right to conduct its business, to manage and direct the affairs of its departments, to fulfill its lawful obligations and that all management rights repose in it.

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

It is further understood that all rights and prerogatives of management are retained by the Township unless otherwise specifically restricted by this Agreement. These rights and prerogatives shall include, but shall not be limited to, the right and prerogative to:

- A. Direct, supervise and otherwise manage the employees, to maximize efficiency and other matters and to take all reasonable steps to improve productivity of the department;
- B. Hire employees not presently employed by the Township for any position within the Township, promote, transfer, assign, re-assign, and relieve employees from duties because of lack of work or for other legitimate reasons and to determine their qualifications and conditions for continued employment or assignment;
- C. Enter outside contracts for any and all services required by the Township.
- D. Suspend, demote, discharge, or take other disciplinary action for good and just cause.
- E. Take action to effectuate the executive management and administrative control of the Township government and its properties and facilities and the activities of its employees.
- F. To take all other actions which may be necessary to accomplish the mission of the Township.

Section 2

The exercise of the foregoing powers, rights, authorities, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of Millstone Township.

ARTICLE XXIII

SAVINGS CLAUSE

The Township and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provision of the Agreement is rendered illegal or invalid under any applicable law or State or Federal regulations, such illegality or invalidity shall affect only the particular provision which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect.

ARTICLE XXIV

FULLY BARGAINED PROVISION

This Agreement incorporates the complete and final understanding of the parties in all matters which were or could have been the subject of negotiations. Except as otherwise specifically provided in this Agreement, during the term of this Agreement, neither party shall be required to negotiate with regard to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of the parties at the time of negotiation and execution of this Agreement.

ARTICLE XXV

RULES AND REGULATIONS/PERSONNEL POLICY

Section 1

The present rules and regulations which address the operation of the various departments and agencies of the Township will remain in effect subject to change by the Township in the future. The Township may establish and enforce reasonable and just rules and regulations in connection with the operation of its departments and the maintenance of discipline.

Section 2

Employees covered under this Agreement shall comply with all rules and regulations and shall promptly and efficiently execute the instructions and orders of the Township Committee or its designee and their immediate supervisor. If an employee refuses to comply with a rule or regulation, is guilty of insubordination to a superior, refuses to execute promptly and efficiently an instruction or order of his or her supervisor, or acts improperly, dishonestly, immorally, illegally, or in a way detrimental to the Township of Millstone, the Township may discipline the offending employee, which discipline may include suspension or discharge, or any other lawful action.

Section 3

The Township agrees to advise the Union of any change in work rules or regulations.

Section 4

The Personnel Policy of the Township of Millstone, and adopted by the Township Committee shall be applicable to all employees unless the same is in conflict with the specific terms of this Agreement, in which case this Agreement shall take precedence.

Section 5

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under Title 40 and Title 40A of the New Jersey Statutes and the Revised General Ordinances of the Township of Millstone, or any other applicable national, state, county or laws or ordinances.

ARTICLE XXVI

DISCIPLINE AND DISCHARGE

Section 1

The parties agree that nothing contained in this Agreement shall in any way prohibit the Township from discharging or otherwise disciplining any employee covered hereunder, regardless of seniority or any other provision hereof. Notice of discharge or suspension shall be served upon an employee involved and the Union. All disciplinary actions shall follow the procedure outlined in the Personnel Policy of the Township of Millstone as periodically amended.

Section 2

If an employee is to be questioned by a superior relative to a matter which employee reasonably believes may lead to being disciplined, the employee shall have the right to have a Union representative present.

ARTICLE XXVII

NO WORK STOPPAGE PLEDGE

Section 1

The parties recognize that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community and that there shall be no interference with such operations.

Section 2

The Union covenants and agrees that during the term of this Agreement, the Union, its officers, members, agents, principals or any persons acting in its behalf, will not cause, authorize, support or condone or take part in any strike, sympathy strike, slowdown, job action, mass resignation, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The Union, through its officers, members, agents or principals will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, sympathy strike, work stoppage, slowdown, walkout, mass resignation, mass absenteeism, or other job action against the Township.

Section 3

The Township shall have the right to discipline or discharge any or all employees causing or being involved in a strike, slowdown, or any other type of interference with normal work performance.

Section 4

In consideration of the foregoing, the Township agrees not to lock out any employee covered under the provisions of this Agreement.

ARTICLE XXVIII

MILITARY LEAVE

The Township agrees to comply with all applicable State and Federal laws.

ARTICLE XXIX

JURY DUTY

The Township agrees that employees shall be granted leave with pay for the time required to attend jury duty that is scheduled during work hours.

If an employee is released from duty before 12:00 noon, the employee must return to work.

Employees shall submit written verification of attendance signed by a representative of the court.

In order to be paid for jury duty, employees must remit money received from the court to the Chief Financial Officer.

ARTICLE XXX

PERSONNEL FILES

The Township agrees that employees shall have the right to see their personnel files upon request upon making an appointment with the Township Administrator at least forty-eight (48) hours in advance.

ARTICLE XXXI

BULLETIN BOARDS

The Township agrees to provide bulletin boards for Union business in non-public areas of the municipal building and in the public works garage.

ARTICLE XXXII

CDL LICENSES

A commercial driver's license (CDL) is required for all equipment operators and is a condition of continued employment. The Township will reimburse employees one hundred percent (100%) of the fee for obtaining a CDL during non-working hours on a one time basis. DPW employees must obtain a CDL within six (6) months of either their date of hire or the first available test date, whichever is later. Failure to obtain a CDL within this time period may result in termination. The Township will reimburse employees the cost of renewing the CDL.

ARTICLE XXXIII

TERM AND RENEWAL

This Agreement shall have a term from January 1, 2011 through December 31, 2014. If the parties have not executed a successor agreement by December 31, 2014, then this Agreement shall continue in full force and effect until a successor agreement is executed. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

This Agreement represents the full understanding of the parties with regard to the subject matter contained herein. This Agreement may be amended and/or modified only by mutual written agreement between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Millstone, New Jersey on this day of September, 2012. *November 28, 2012*

TOWNSHIP OF MILLSTONE

[Signature]

Margaret DeLuca

Annette Murphy

LOCAL 1038 CWA

Thomas Fagan

Dawn A Mitchell

Gus Beck

