

3-0640

Contract no. 266

04-27

A G R E E M E N T

LIBRARY
INSTITUTE OF
AND
MAR 19 1990
RUTGERS

BETWEEN

TOWNSHIP OF PENNSAUKEN

AND

THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, COUNCIL #71
LOCAL #2278

JULY 1, 1988 through JUNE 30, 1991

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	EQUAL TREATMENT	4
IV	STRIKES AND LOCKOUTS	5
V	GRIEVANCE PROCEDURE	6
VI	DUES DEDUCTION AND AGENCY SHOP	11
VII	WORK SCHEDULES	13
VIII	OVERTIME	15
IX	CALL-IN TIME	17
X	RATES OF PAY	18
XI	LONGEVITY	20
XII	HOLIDAYS	21
XIII	VACATIONS	22
XIV	PERSONAL DAYS	24
XV	SICK LEAVE	25
XVI	WORKMEN'S COMPENSATION	29
XVII	BEREAVEMENT LEAVE	31
XVIII	MILITARY LEAVE	32
XIX	SPECIAL LEAVE OF ABSENCE	33
XX	UNION BUSINESS LEAVE	34
XXI	JURY LEAVE	35
XXII	LEAVE	36
XXIII	LEAVES OF ABSENCE	37
XXIV	HEALTH AND MEDICAL BENEFITS	38

XXV	BULLETIN BOARDS	39
XXVI	SENIORITY	40
XXVII	SAFETY AND HEALTH	42
XXVIII	DISCIPLINE	44
XXIX	GENERAL PROVISIONS	45
XXX	SEPARABILITY AND SAVINGS	48
XXXI	FULLY-BARGAINED AGREEMENT	49
XXXII	DURATION OF AGREEMENT	50
	SCHEDULE A	51
	SCHEDULE A1	52
	SCHEDULE A2	53

PREAMBLE

This Agreement entered into by the TOWNSHIP OF PENNSAUKEN, hereinafter referred to as the "Township", and LOCAL 2278 AFFILIATED WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO DISTRICT COUNCIL No. 71, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Township and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment, and represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I

RECOGNITION

A. The Township recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Schedule B and any others as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the laws of 1968, Chapter 303, as amended by the Laws of 1984, Chapter 123.

ARTICLE II
MANAGEMENT RIGHTS

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

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

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A: 1-1 et seq. or any other national, state, county or local laws or regulations.

ARTICLE III

EQUAL TREATMENT

A. The Township and the Union agree that there shall be no discrimination or favoritism against any employee because of race, creed, color, religion, sex, age, marital status, national origin or political affiliation.

B. The Township and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE IV
STRIKES AND LOCKOUTS

A. In addition to any other restrictions under the law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Township's work provided the township follows the Grievance Procedure for which provision is made herein, and the Township shall not cause a lockout.

B. If either of the parties or if any person violates this Section, then such parties or person shall be held responsible for any damages resulting as a consequence of such violation, and such damages may be recovered by appropriate action instituted in the Township of Pennsauken or in the Superior Court, Law Division.

C. The Township agrees that it will not engage in a lockout of its employees.

ARTICLE V
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered

by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Union Shop Steward shall institute action under the provisions hereof within ten (10) working days after the event has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement is reached orally within five (5) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) working days thereafter to the Superintendent or Department Head. The Superintendent or Department Head shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Superintendent or Department Head, such appeal shall be presented in writing to the Township Administrator within five (5) working days thereafter. The Township Administrator shall respond, in writing, to the grievance within ten (10) working days of the submission.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including, but not limited to, the presentation of witnesses shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws

of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

3. The arbitrator's decision shall be in writing, with reasons.

4. The Union and the Township shall be limited to placing one (1) issue before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in

writing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

G. Upon prior notice to and authorization of the Department Head, the designated Union representatives shall be permitted to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Pennsauken or require the recall of off-duty employees.

H. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Township Administrator. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

I. The Township and the Union further agree to give reasonable consideration to requests of either party for meetings to discuss grievances pending at any step of the grievance procedure.

ARTICLE VI

DUES DEDUCTION AND AGENCY SHOP

A. The Township agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The Township further agrees to make said deductions from the first four (4) pays of each month in equal amounts. The amount to be deducted shall be certified to the Township by the Treasurer of the Union, and the aggregate deductions from all employees shall be remitted to the Treasurer of the Union, together with a list of the names of all employees for whom the deductions were made, by the tenth working day of the succeeding month after such deductions were made.

B. Employees covered by this Agreement may only request deductions for the payment of dues to the duly certified majority representative named herein.

C. The effective date of a termination of dues deduction to the majority representative shall be as of the July 1 next succeeding the date on which the notice of withdrawal is filed with the Township.

D. 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 (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of 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 (85%) percent 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.

E. The Union shall indemnify and hold the Township harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Township in conformance with this Article. The Union shall intervene in and defend any administrative or court litigation concerning this provision, and the Township shall cooperate with the Union in defending this provision.

ARTICLE VII

WORK SCHEDULES

A. 1. The regularly scheduled work week shall consist of five (5) consecutive work days for all employees.

2. These days shall be Monday through Friday for all employees except Dispatchers, who shall work their consecutive days on a rotational basis.

B. 1. The regular work day for all employees shall consist of seven (7) hours.

2. Dispatchers shall work seven (7) hours shifts on a rotational basis.

C. The regular starting time for work shifts shall not be changed without reasonable notice to the effected employees and without first having discussed the need for such changes with the Union at least two (2) weeks prior to the proposed date of implementation. The number of hours in the work day and/or work week shall not be changed during the life of this Agreement.

D. Where continuous operations are required on a twenty-four (24) hour per day, seven (7) day per week basis, employees assigned to such a schedule will have their work assignments arranged in a manner which will provide, on a rotation basis, an equal share of both Saturdays and Sundays

off to all such employees, distributed evenly throughout the year.

E. Where more than one (1) work shift per day within a classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority in accordance with Article XXVI. Such preference will be exercised only when vacancies occur or when, for other reasons, changes in the number of employees per shift are being made. In no instance will a senior employee be required to wait longer than two (2) weeks in order to exercise his preference of shift over a less senior employee.

F. The parties recognize that it is the Township's right to transfer and/or reassign its employees. However, the parties agree that there shall be no transfer or reassignment made arbitrarily or capriciously for the purpose of discriminating against any employee.

ARTICLE VIII

OVERTIME

A. Overtime shall be paid for all hours worked in excess of an employee's normal work shift.

B. Time and one-half - An employee's regular hourly rate of pay shall be paid for all work performed in excess of thirty-five (35) hours per week.

C. Double time - An employee's regular hourly rate of pay shall be paid for all hours worked under the following conditions:

1. Work performed on Sunday, except for people assigned to continuous operations when Sunday is part of their regular work week due to rotation of shift.

2. For holiday, in addition to holiday pay.

3. For all hours worked in excess of fourteen (14) hours, exclusive of meal breaks, in any twenty-four (24) hour period.

D. When employees assigned to continuous operation shifts perform work on the sixth (6th) day of their scheduled work week, such day shall be considered as a Saturday for purposes of computing overtime, as set forth above. When such employees work on the seventh (7th) day of their scheduled work week, such day shall be considered as a

Sunday for the purposes of computing overtime, as stated above.

E. Overtime work shall be distributed as equally as possible among all employees within the same classifications and in accordance with past practice.

F. Overtime shall be paid currently, or at least no later than the second pay period after overtime was performed.

ARTICLE IX

CALL-IN TIME

A. If an employee is recalled, he shall receive a guarantee of four (4) hours compensation at the then appropriate rate of pay (time and one-half or double time), provided such work is not contiguous with the employee's normal work day. The Department Head or his designee shall have the right to retain the employee for the full four (4) hour period. If the time worked is contiguous with the employee's starting time, the employee recalled shall be guaranteed two (2) hours compensation at the then appropriate rate of pay (time and one-half or double time).

ARTICLE X
RATES OF PAY

A. The hourly rates for all employees covered by this Agreement that were effective July 1, 1988 through June 30, 1991 are shown for reference purposes only in Addendum A.

B. The pay scales for all employees covered by this Agreement effective July 1, 1988, shall be increased by 7.0%.

C. The pay scales for all employees covered by this Agreement effective July 1, 1989, shall be increased by 5.0%.

D. The pay scales for all employees covered by this Agreement effective July 1, 1990 shall be increased by 6.25%.

E. New or additional employees hired during the term of this Agreement shall be governed by such established pay scales.

F. An employee who is deemed qualified by his supervisor and temporarily assigned work in a higher paid classification than his own shall be paid at the rate applicable to the higher classification for such, after performing said work for one (1) day in any given week, spending at least fifty (50%) percent of his time in the higher paid

classification. An employee shall be paid at the rate of his own classification when performing work in a lower classification.

G. A shift differential shall be paid in addition to compensation at the following rates:

1. Second shift - (4 p.m.- midnight) - 1 1/2%.
2. Third shift - (midnight - 8 a.m.) - 2%.

H. 1. Employees shall receive paychecks one (1) per week on Friday or on the last work day of the week if Friday is a holiday.

2. Employees working the 4 p.m. - midnight shift on Thursday shall receive their pay prior to the end of that shift.

3. Employees working the midnight - 8 a.m. shift of Friday shall receive their pay by the end of that shift.

4. Employees not assigned to work on a pay day shall receive their checks by the end of the day preceding the pay day.

ARTICLE XI

LONGEVITY

A. Effective July 1, 1986, in addition to salaries, employees shall receive longevity as follows:

<u>Length of Service</u>	<u>Amount</u>
5-9 years	3% of base pay
10-14 years	4% of base pay
15-19 years	5% of base pay
20 and over	6% of base pay

B. Longevity payments shall be made in a separate check on or before December 1 of each year.

C. An employee shall be eligible for the appropriate amount of longevity so long as he will begin the appropriate year of service at some time during the calendar year it is to be paid.

Example: Any employee hired during the period 1/1/76 to 12/31/76 would be eligible for longevity on 12/1/80.

ARTICLE XII

HOLIDAYS

A. The following days are recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	General Election Day
Lincoln's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving Day
July 4th	Christmas Day

C. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated, at the employee's option, either immediately before, or immediately after, his vacation period.

ARTICLE XIII

VACATIONS

A. Permanent full time employees in the Township service shall be entitled to the following annual vacation with pay:

<u>Years of Service</u>	<u># of Working Days Vacation</u>
Up to 1 yr. of service	1 working day vacation per mo.
After 1 thru 5 yrs of serv.	12 working days vacation per yr.
6 thru 9 yrs of serv.	13 working days vacation per yr.
10 thru 14 yrs of serv.	15 working days vacation per yr.
15 thru 19 yrs of serv.	16 working days vacation per yr.
After 20 yrs of serv.	20 working days vacation per yr.

B. An employee shall be entitled to full vacation as of January 1 of the calendar year following the date of hire and for all subsequent calendar years.

C. In the event that any employee is permanently separated from his employment with the Township, he shall be required to pay back any vacation time taken and not earned.

D. Where in any calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding year only. Any vacation days carried over into the next succeeding year shall be considered the first vacation days used in that succeeding year.

E. In order to exercise seniority, vacation requests shall be submitted to the appropriate department head by March 31. Failure to submit a vacation request by March 31 will result in the loss of seniority preference for selection of vacation. Employer shall respond in writing to the employee's request for vacation leave within thirty (30) days after submission or April 30 whichever is later.

F. Final approval of all vacation schedules shall be made by the Department supervisor based upon the manpower needs of the Department.

G. Any employee who terminates his employment with the Township shall be entitled to vacation time and/or vacation pay on a pro-rated basis.

H. Part-time permanent employees shall be entitled to vacation leave on a pro-rated basis.

ARTICLE XIV

PERSONAL DAYS

A. Permanent full-time employees shall be entitled to one (1) personal day for every four (4) months from the date of permanent appointment up to and including December 31st next following such date of appointment, and three (3) personal days for each calendar year thereafter.

B. Permanent part-time employees shall be entitled to personal days on a pro-rated basis.

C. Personal days shall only be used by employees for personal, business, household or family matters described in this Article that can not be accomplished outside the normal workday, and shall be non-accumulative.

D. The full personal day allotment for each year is available on January 1 and is not earned on a pro-rated basis. If the employee resigns or is terminated, all remaining personal days are lost.

E. An employee who plans to use a personal day shall notify the Department Head or his designated representative by telephone, in person, or by personal messenger, at least twenty-four (24) hours in advance, unless there is an unforeseen occurrence which necessitates the presence of the employee.

ARTICLE XV

SICK LEAVE

A. Permanent full-time employees shall be entitled to one (1) working day sick leave for each month of service from the date of permanent appointment up to and including December 31st next following such date of appointment and fifteen (15) sick leave days for each calendar year thereafter.

B. Part-time permanent employees shall be entitled to sick leave on a pro-rated basis.

C. If any employee uses up none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay when needed. The full sick leave allotment for each year is available on January 1 and is not credited on a pro-rated basis.

D. If an employee resigns or is terminated, sick time is pro-rated for purposes of sell back or pay back.

E. Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents his doing the usual duties of his position, or exposure to contagious disease, and an employee is expected to be home, except for time devoted to medical care or required nutritional needs.

ARTICLE XV SICK LEAVE continued

F. An employee who has been absent on sick leave for five (5) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.

G. An employee who has been absent on sick leave for periods totalling more than fifteen (15) days in one (1) calendar year consisting of periods of less than (5) days shall have his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year.

H. "The appointing authority may require acceptable medical evidence of illness for an employee on sick leave whenever the circumstances provide a reasonable belief that sick leave is being abused."

I. "An employee, who plans to use a sick day for any of the reasons included in the definition of sick leave set forth above, must notify the Department Head or his designated representative, by telephone or personal messenger in advance, not later than within 15 minutes after the employee's starting time. However, this provision does not apply to employees of the Public Works Department, who are required to provide notice, by telephone or personal messenger, of a plan to use a sick day, no sooner than one hour before his starting time and not later than five minutes after that starting time, except in an extraordinary situation where

ARTICLE XV SICK LEAVE continued.....

emergent^T circumstances prevent the Public Works employee from communicating within the one hour and five minute period designated. In such emergency circumstances, the Public Works employee must then communicate his plan to use his sick day as soon as possible after his starting time."

J. Sick Leave claimed by reason of quarantine or exposure to contagious disease must be approved upon the certification of the Local Public Health Department.

K. Full time permanent or provisional employees in the Township service shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.

L. Temporary, provisional part-time and/or seasonal employees are not eligible for sick leave.

M. Absence without notification for five (5) consecutive days shall constitute a resignation.

N. Abuse of sick leave shall be cause for disciplinary action, and may constitute justifiable cause for dismissal.

O. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

P. 1. Effective the signing of this Agreement, employees who have carried over fifteen (15) days accumulate sick leave from Calendar year 1988, shall be eligible to take cash payment for said fifteen (15) days or any portion thereof. The employee has the right to elect to continue accumulating

ARTICLE XV SICK LEAVE continued

sick leave as per civil service rules or to take cash payments as provided above. If an employee chooses to take cash payment for any portion of the fifteen (15) days he/she shall make such choice in writing no later than thirty (30) days after the signing of this Agreement. The Township shall make payment for sick days no later than forty five (45) days after the signing of this Agreement.

2. Effective July 1, 1989, any sick leave accumulated, including within the calendar year, up to a maximum of fifteen (15) days, will be payable to employees covered by this Agreement on or about January (15) of each succeeding year. The employee has the right to elect to continue accumulating sick leave as per civil service rules or to take cash payment as provided above. If an employee chooses to take cash payment, such choice must be made in writing no later than December 1 immediately preceding.

3. The maximum days available for cash payment in any calendar year under paragraphs 1 & 2 above shall be reduced for any calendar year by the number of sick days taken by the employee during that calendar year.

ARTICLE XVI

WORKMEN'S COMPENSATION

A. In the event an employee becomes disabled by reason of a work related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for a period of up to one (1) year.

B. Any employee who is injured, whether slight or severe, while working, should make an immediate report prior to the end of the shift thereof, if possible, to the immediate supervisor. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

D. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to request the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

E. The employee shall surrender and deliver any

compensation disability or other payments to the Township and receive his entire salary payment.

F. 1. The Township shall continue the New Jersey State Disability Plan at a cost not to exceed sixty (\$60.00) dollars per year to the Township.

2. While the Township and the Union agree that the Township would be statutorily liable for any increase in the premium above the sixty (\$60.00) dollar maximum, the Union agrees that the employees shall be responsible for this "premium excess", regardless of any past practice.

3. The Township and the Union agree to discuss the method and means by which the employees are to reimburse the Township for any premium excess.

ARTICLE XVII
BEREAVEMENT LEAVE

A. In the event of death of the employee's Mother, Father, Spouse or child, permanent employees shall be granted time off without loss of pay from the day of death or the day of the funeral. but in no event shall said leave exceed five (5) working days.

B. In the event of death of the employee's brother, sister, grandparents, legal guardian or guardians, mother-in-law and father-in-law, permanent employees shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed four (4) working days.

C. Reasonable verification of the event may be required by the Township.

ARTICLE XVIII

MILITARY LEAVE

A. Military Leave shall be granted in accordance with Civil Service Rules and Regulations.

ARTICLE XIX

SPECIAL LEAVE OF ABSENCE

A. A permanent employee who is temporarily incapacitated to perform his duties (due to either physical or mental reasons), or one who wishes to engage in an appropriate course of job-related study, or for any reason considered valid by the Township, may be granted a special leave of absence without pay by the Township for a period not to exceed six (6) months, with the approval of the Township. Any permanent employee desiring such special leave without pay shall submit his request in writing, stating the reasons why, in his opinion, the request should be granted, along with the anticipated date of his return to duty.

B. The Township shall grant a maternity (or paternity) leave of absence without pay for the amount of time requested by an employee, up to a maximum of six (6) months in any one (1) year with renewal at the Township's option.

ARTICLE XX
UNION BUSINESS LEAVE

A. Up to two (2) members of the Union who are elected or designated to attend a function of the Union's international or other subordinate body, shall be permitted to attend such functions up to five (5) days per year and shall be granted the necessary time off with pay with one (1) week's notice to the Township.

B. An employee who is a member of the Union who is lawfully elevated to an official full time position in the parent Union may be granted a leave of absence without pay to attend his official duties for a period not to exceed one (1) year. Said unpaid leave may be renewed by the Township for one (1) additional year upon request.

C. The President of the Local 2278 or his/her designee shall be allowed time off from work to attend local meetings approved by the Township Administrator and /or monthly and special council meetings which take place during his/her working hours.

D. Whenever any Township employees, who are also representatives of the Union, are mutually scheduled to

participate during working hours in negotiations, conferences of meetings, such employees shall suffer no loss in regular pay nor be charged for sick leave or vacation leave.

E. At any grievance or disciplinary proceedings, one employee representative for the union shall have the right to participate in such proceedings without suffering any loss in regular pay or be charged for sick leave or vacation leave.

ARTICLE XXI

JURY LEAVE

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his daily base rate of pay (up to a maximum of eight [8] hours) and the daily jury fee, subject to the following conditions:

1. The employee must notify his supervisor immediately upon receipt of a summons for jury service, and;

2. The employee submits adequate proof of days served on the jury and the amount to be received for such service.

ARTICLE XXII

LEAVE

A. In the event an employee is required to appear in court or before a judicial body or is a party to any private legal action which is not job related, the employee shall not be entitled to receive a paid leave of absence pursuant to this Article.

ARTICLE XXIII

LEAVES OF ABSENCE

A. Employees returning from authorized leaves of absence as defined will be restored to their original classification at the then applicable rate of pay with no loss of seniority or any other employee rights, privileges or benefits.

ARTICLE XXIV

HEALTH AND MEDICAL BENEFITS

A. The Township agrees to continue in full force and effect for all full time employees during the term of this contract the present hospitalization, dental, optical and prescription insurance coverage.

B. Should the Mayor and/or Governing Body voluntarily and unilaterally grant to any other group of Township employees updated and/or expanded coverage, the employees covered by this Agreement shall simultaneously receive the same. This provision shall not apply to updated or expanded coverage obtained through negotiations and/or interest or grievance arbitration.

C. The Township retains the right to change insurance carriers or institute self-insurance so long as the same or better benefits are provided.

ARTICLE XXV

BULLETIN BOARDS

A. Bulletin boards will be provided by the Township at permanent work locations for the use of the Union, for the sole purpose of posting Union announcements and other information of a non-controversial, non-political nature.

B. Only material authorized by the signature of the Union President, Steward or alternate on said material shall be permitted to be posted on the bulletin board.

ARTICLE XXVI

SENIORITY

A. Seniority is defined as an employee's total length of service with the Township, beginning with his original date of employment.

B. An employee having broken service with the Township (as distinguished from an authorized leave of absence) shall not accrue seniority credits for the time he was not employed by the Township.

C. If a question rises concerning two or more employees who were hired on the same date, the following shall apply: If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Township's payroll records. If hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order (of the employee's name).

D. 1. The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of the same to the Union upon reasonable request.

2. The Union will be given adequate notification of any new or additional positions created with

the Township.

E. In cases of promotions, layoffs, recalls, vacation schedules or other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved.

ARTICLE XXVII
SAFETY AND HEALTH

A. The Township shall at all times maintain safe and healthful conditions, and will provide employees with any wearing apparel, tools, or devices that may be reasonably necessary to insure their safety and health. In addition, the Township agrees to provide the following:

1. Water jugs on Public Works trucks.
2. Summer work uniforms and coveralls for "vac truck" operators in Public Works.
3. Innoculation for bee stings and poison ivy once each year at a time designated by the Township.
4. First aid kits in vehicles and office areas.

B. The Township and the Union shall designate a safety committee for each unit of representation. It shall be their joint responsibility to investigate and correct unsafe and unhealthy conditions. They shall meet periodically, as necessary, to review conditions in general and to make appropriate recommendations to either or both parties. The safety committee member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Township's facilities, where employees covered by this Agreement perform their duties, for the purpose of inspections on safety and health conditions. Said inspections shall be conducted during

working hours with no loss of pay for a period not to exceed one (1) hour per day, unless additional time is specifically requested and authorized by the Township.

C. The parties recognize that the subject of minimum manning is a non-negotiable subject. However, the Township agrees that whenever possible as determined solely by the Township, for the purpose of safety, two (2) men shall be assigned to each truck used for salting, sanding and/or plowing of roads as related to snow and ice removal.

ARTICLE XXVIII

DISCIPLINE

A. Discipline may include the following disciplinary actions:

1. Oral reprimand
2. Written reprimand
3. Suspension (minor)
4. Suspension (major)
5. Discharge

B. No employee shall be disciplined without just cause.

C. An employee shall be entitled to Union representation at each stage of a disciplinary hearing.

D. When the Township imposes discipline, written notice of such discipline shall be given to the employee and a copy shall be transmitted to the Union President.

ARTICLE XXIX
GENERAL PROVISIONS

A. It is agreed that representatives of the Township and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, and the precise agenda shall be established.

B. The jurisdiction and authority of the Township over matters not contained in this Agreement are expressly and impliedly reserved by the Township.

C. For those employees on continuous operation shifts, any reference to Saturday and Sunday in this Agreement shall be the sixth and seventh consecutive day of the work week, respectively.

D. 1. The Police Department may grant the request of any Dispatcher to exchange hours, duty days, or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all employees who make this request. Such requests shall not be unreasonably or arbitrarily denied. Subject to the manpower requirements of the Police Department, any member of the Dispatchers may request permission to exchange hours of duty or days off with another member of the Dispatchers who is agreeable to make such change. The Township shall not be obligated to

pay any overtime by virtue of such exchange.

2. It is understood and agreed that all exchanges of hours, duty days, or days off shall be done voluntarily by the employees involved; shall be for the employees' personal benefit and not the Township's, and; that the exchange of hours, duty days, or days off must be paid back within twelve (12) months. A record of all exchanges shall be maintained by the Township. The Township and the Union understand and agree that all time worked pursuant to an exchange shall not constitute "compensible hours" for the purposes of overtime pursuant to the Fair Labor Standards Act.

E. In the event that an employee is assigned to attend a school which involves attendance on one of his regularly scheduled days off, said employee may choose another day off at his discretion. In the event that said employee shall refuse to change his scheduled hours of work or of days off, the Administrator and Committeeman in charge may, at their option, refuse to permit the employee to attend such school.

F. An employee is to be served in writing within five (5) working days of knowledge of an infraction or violation, unless additional time is necessary, not to exceed thirty (30) days, to complete an investigation of the alleged infraction or violation. If action is not taken against the employee within the allotted time, then the

alleged violation or infraction must be dropped, and no action can be taken against such employee.

G. Grievance and disciplinary hearings shall be scheduled during the working hours of the employees involved at each level of the hearing process, or at a mutually agreeable time.

H. Openings in existing positions and any newly created positions shall be posted for two (2) weeks prior to filling the position, except on an emergency basis. The Township shall notify Civil Service and the Union. An employee who resigns shall give two (2) weeks notice.

I. After ninety (90) days probation from the date of hire, promotion or upgrading, an employee will be notified as to permanent status. If not permanent, a written explanation shall be sent to the employee from the Administrator's office.

J. All new employees will be supplied from the Administrator's office with a copy of all present and updated benefits once the ninety (90) day probation period is over. Example: Eyeglass, dental, prescription, pension and life insurance.

K. This contract shall supercede any general orders, Department Rules and Regulations, or Township Ordinances, but shall be in conjunction with Civil Service Rules and Regulations.

ARTICLE XXX

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 to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXXI

FULLY-BARGAINED AGREEMENT

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

ARTICLE XXXII

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of July 1, 1988 and shall remain in effect to and including June 30, 1991, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner that one hundred fifty (150) nor no later that one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Pennsauken, New Jersey, on this 25TH day of Oct., 1989.

AFSCME COUNCIL

TOWNSHIP OF PENNSAUKEN
CAMDEN COUNTY, NEW JERSEY

By: _____

Robert C. Little

[Signature]
TOWNSHIP ADMINISTRATOR

Sharon M. Shee

SCHEDULE "A"

ORDINANCE NO. 89-44

AN ORDINANCE TO FIX THE SALARIES OF CERTAIN OFFICERS AND EMPLOYEES OF THE TOWNSHIP OF PENNSAUKEN, IN THE COUNTY OF CAMDEN AND STATE OF NEW JERSEY.

BE IT ORDAINED by the TOWNSHIP COMMITTEE of the TOWNSHIP of PENNSAUKEN, in the COUNTY of CAMDEN and STATE of NEW JERSEY that the salaries of certain employees of the TOWNSHIP holding position titles and salaries bargained for by the AMERICAN FEDERATION of STATE, COUNTY, and MUNICIPAL EMPLOYEES, AFSCME, COUNCIL 71 be fixed as follows:

SECTION 1. Effective with the dates set forth the compensation of each employee whose position title is listed in this section shall be determined and fixed based upon the salary grades and ranges and shall be payable as shown in this section.

-FULL TIME CLASSIFIED POSITIONS-

POSITION	PAYABLE	SALARY GRADE
ACCOUNT CLERK (TYPING)	WEEKLY	2
ADMINISTRATIVE CLERK, HEALTH	WEEKLY	10
ASSISTANT TAX ASSESSOR	WEEKLY	11
ASSISTANT VIOLATIONS CLERK	WEEKLY	4
BUILDING MAINTENANCE WORKER	WEEKLY	1
BUILDING SERVICE WORKER	WEEKLY	1
BUILDING SUPERINTENDENT & TRAFFIC MAINTENANCE FOREMAN	WEEKLY	14
CASHIER	WEEKLY	6
CASHIER, TYPING	WEEKLY	6
CLERK	WEEKLY	2
CLERK STENOGRAPHER	WEEKLY	3
CLERK TYPIST	WEEKLY	2
CODE ENFORCEMENT OFFICER	WEEKLY	7
COMMUNICATIONS OPERATOR	WEEKLY	9
DATA ENTRY MACHINE OPERATOR	WEEKLY	6
DEPUTY MUNICIPAL COURT CLERK	WEEKLY	10
EQUIPMENT OPERATOR	WEEKLY	5
EQUIPMENT OPERATOR, FOREMAN.	WEEKLY	12

POSITION	PAYABLE	SALARY GRADE
EQUIPMENT OPERATOR, ASSISTANT FOREMAN	WEEKLY	10
EQUIPMENT OPERATOR, SWEEPER	WEEKLY	7
LABORER	WEEKLY	4
MECHANIC	WEEKLY	10
MECHANIC'S HELPER	WEEKLY	7
MECHANIC DIESEL/MECHANIC HYDRAULICS	WEEKLY	14
MUNICIPAL COURT CLERK	WEEKLY	12
OMNIBUS OPERATOR, CLASS 1	WEEKLY	1
PAYROLL SUPERVISOR	WEEKLY	11
POLICE RECORDS CLERK	WEEKLY	4
PRINCIPAL ACCOUNT CLERK	WEEKLY	3
PRINCIPAL ACCOUNT CLERK (TYPING)	WEEKLY	6
PRINCIPAL ASSESSING CLERK	WEEKLY	6
PRINCIPAL CLERK STENOGRAPHER	WEEKLY	7
PRINCIPAL CLERK TRANSCRIBER	WEEKLY	3
PRINCIPAL CLERK TYPIST	WEEKLY	6
RECREATION SUPERVISOR	WEEKLY	9
SECRETARIAL ASSISTANT (TYPING)	WEEKLY	2
SENIOR ACCOUNT CLERK	WEEKLY	6
SENIOR CASHIER, COMPUTER	WEEKLY	7
SENIOR CASHIER, TYPIST	WEEKLY	7
SENIOR CLERK STENOGRAPHER	WEEKLY	5
SENIOR CLERK TRANSCRIBER	WEEKLY	5
SENIOR CLERK TYPIST	WEEKLY	4
SENIOR CODE ENFORCEMENT OFFICER	WEEKLY	10
SENIOR MAINTENANCE REPAIRER	WEEKLY	6
SENIOR DATA ENTRY MACHINE OPERATOR	WEEKLY	7
SENIOR TREE TRIMMER	WEEKLY	9
STATISTICAL TYPIST	WEEKLY	1
SUPERVISORY ACCOUNT CLERK, TYPING	WEEKLY	3

POSITION	PAYABLE	SALARY GRADE
TAX CLERK, TYPING	WEEKLY	6
TECHNICAL ASSISTANT, OFFICE OF THE CONSTRUCTION OFFICIAL	WEEKLY	9
TERMINAL OPERATOR	WEEKLY	6
TELEPHONE OPERATOR	WEEKLY	4
TREE TRIMMER	WEEKLY	7
TRAFFIC MAINTENANCE WORKER	WEEKLY	4
TRUCK DRIVER	WEEKLY	5
VIOLATIONS CLERK	WEEKLY	6
VIOLATIONS CLERK, TYPING	WEEKLY	4

The hourly salary range for these positions are as follows:

HOURLY SALARY SCALE FOR FULL TIME CLASSIFIED
POSITIONS

GRADE	EFFECTIVE	EFFECTIVE	EFFECTIVE
	7/1/88 THRU 6/30/89	7/1/89 THRU 6/30/90	7/1/90 THRU 6/30/91
	STARTING	STARTING	STARTING
1.	\$ 8.66	\$ 9.09	\$ 9.66
2	\$ 8.99	\$ 9.44	\$10.03
3	\$ 9.31	\$ 9.78	\$10.39
4	\$ 9.64	\$10.12	\$10.75
5	\$ 9.96	\$10.46	\$11.11
6	\$10.29	\$10.80	\$11.48
7	\$10.61	\$11.14	\$11.84
8	\$10.94	\$11.49	\$12.21
9	\$11.27	\$11.83	\$12.57
10	\$11.59	\$12.17	\$12.93
11	\$12.05	\$12.65	\$13.44
12	\$12.50	\$13.13	\$13.95
13	\$12.96	\$13.61	\$14.46
14	\$13.42	\$14.09	\$14.97
15	\$13.87	\$14.56	\$15.47

ORDINANCE NO.
PAGE FOUR

SECTION 2. Effective with the dates set forth above, the compensation of each employee whose position title is listed in this Section shall be determined and fixed based upon the following Schedule and shall be payable as set forth in this Section.

SECTION 3. During the years of 1988 thru 1991 salaries shall be disbursed in fifty-two (52) equal installments, each of which are payable on each Friday of the day before if a holiday occurs on that Friday.

SECTION 4. Contractual agreement related to fringe benefits directly affecting compensation of officers and employees shall remain in force as adopted by the Township Committee.

SECTION 5. Rates of pay set forth in this Ordinance shall apply only to those officers and employees who are actively engaged in the service of the Township at the time of the passage of this Ordinance.

Employees hired after the dates set forth above shall be paid retroactively to the date of their hiring.

Rates of pay other than annual salary rates shall be made effective on the date of hiring.

Payment of vacation time in advance may be made on the scheduled pay day prior to the vacation period upon written notice of at least one (1) week to the Comptroller.

SECTION 6. All Ordinances and parts of Ordinances inconsistent herewith, to the extent of such inconsistency only, be and the same are hereby repealed.

SECTION 7. This Ordinance shall take effect immediately upon due passage and publication according to Law.

FIRST READING: September 27, 1989

SECOND READING & PUBLIC HEARING: October 11, 1989

TABLED

ADOPTED: October 25, 1989

ORDINANCE
October 25, 1989
21
OF SAID TOWNSHIP