

AGREEMENT

BETWEEN

TOWNSHIP OF LEBANON

HUNTERDON COUNTY, NEW JERSEY

AND

BLUE AND WHITE COLLAR UNIT

(LOCAL 1040) COMMUNICATIONS

WORKERS OF AMERICA, AFL/CIO

JANUARY 1, 2005 THROUGH DECEMBER 31, 2007

Eric M. Bernstein & Associates, L.L.C.
Two North Road
P.O. Box 4922
Warren, NJ 07059-4922
(732) 805-3360
(732) 805-3346 Facsimile

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
	PREAMBLE	1
I	EMPLOYEE DEFINITIONS	2
II	GENERAL PROVISIONS	3
III	MISCELLANEOUS PROVISIONS	5
IV	DUES AND REPRESENTATION FEES	6
V	BARGAINING UNIT	7
VI	OUT OF TITLE WORK	8
VII	WORK ASSIGNMENTS	9
VIII	WORKER'S COMPENSATION AND DISABILITY	10
IX	HEALTH BENEFITS	11
X	SICK LEAVE	12
XI	LEAVES OF ABSENCE	14
XII	PROMOTIONS	16
XIII	EQUAL TREATMENT	17
XIV	DUPLICATION OF AGREEMENT	18
XV	GRIEVANCE PROCEDURE	19
XVI	DISCIPLINE AND DISCHARGE	22
XVII	SAFETY AND HEALTH	24
XVIII	BILL OF RIGHTS	25
XIX	MANAGEMENT FUNCTIONS AND RIGHTS	26
XX	SEVERABILITY	27
XXI	VACATION	28
XXII	SENIORITY	30
XXIII	LAYOFF AND RECALL	31
XXIV	JOB POSTING	32
XXV	MAINTENANCE OF BENEFITS	33
XXVI	EDUCATIONAL BENEFITS	34
XXVII	REIMBURSED EXPENSES	35
XXVIII	PHYSICAL EXAMINATIONS	36
XXIX	DRUG AND ALCOHOL ABUSE	37
XXX	PERSONAL DAYS	40
XXXI	OVERTIME	41
XXXII	CLOTHING ALLOWANCE	42
XXXIII	WORK SCHEDULES/REST PERIODS	43
XXXIV	HOLIDAYS	44
XXXV	SNOW DAYS/INCLEMENT WEATHER	45
XXXVI	WAGES AND SALARY	46
	SALARIES	47
	SALARY FOR NEW PUBLIC WORKS EMPLOYEES	48
XXXVII	ACCESS TO PERSONNEL FILE	49
XXXVIII	DURATION OF AGREEMENT	50

PREAMBLE

A. This Agreement, entered into by Local 1040, Communications Workers of America, AFL-CIO, (hereinafter referred to as the "Union"), and the Township of Lebanon (hereinafter referred to as the "Township"), has, as its purpose, the promotion of harmonious relations between the Union and the Township. It is further the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein agreements between the parties concerning rates of pay, hours, or employment and other conditions of employment.

B. The Township and the Union recognize their respective responsibilities under Federal, State and Local laws relating to fair employment practices. Both parties reaffirm in the Collective Bargaining Agreement their commitment not to discriminate because of sex, age, religion, race, creed, color, national origin, disability (as defined under the Americans with Disabilities Act), sexual preference or political affiliation.

C. The Township and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

ARTICLE I

EMPLOYEE DEFINITIONS

FULL TIME EMPLOYEE: An individual who works forty (40) hours per week.

PART TIME EMPLOYEE: An individual who regularly works twenty (20) hours or more per week on an annual average and is not designated as an hourly or seasonal employee.

HOURLY EMPLOYEE: An individual who works less than twenty (2) hours per week on an annual average.

SEASONAL EMPLOYEE: An individual who may work up to forty (40) hours per week, but who is not regularly employed for the entire year. Examples of, but not limited to, would be: summer help for the Public Works and Recreation Departments, school crossing guards, etc.

TEMPORARY EMPLOYEE: An individual who is retained to fill in a position on an "as needed" basis, who is not working for a temporary agency and solely at the discretion of the Township Committee.

PROFESSIONAL EMPLOYEE: An individual who meets certain criteria including, but not limited to: all retained attorneys, engineers, Subcode officials, CPAs/auditors/accountants, etc.

ARTICLE II
GENERAL PROVISIONS

A. 1. Bulletin Boards will be provided by the Township at permanent work locations for use of the Union for the sole purpose of posting Union announcements and other Union information. All such postings shall be on Union letterhead, signed by a Union official and shall be non-derogatory.

2. Posting Positions – Vacant positions, or newly created positions, shall be posted on the Union’s bulletin boards when notices are sent to the newspapers for the general public.

B. During breaks, lunch, and before and after the shift, Union stewards shall be permitted to:

1. Post Union notices.
2. Distribute Union literature.
3. Transmit communications authorized by the Local Union and its officers to the Township or its authorized representatives, both written and oral.
4. Solicit Union membership during employees’ breaks, lunch and non-working time.

C. The Township agrees that Union representatives, Local or International, shall be permitted to visit the Township’s premises during working hours provided such visits do not interfere with employees’ duties. The Union shall give the Township a minimum of two (2) days notice of such visit.

D. 1. The Township shall grant time off with pay for two (2) officers (shop

stewards) elected by the Union to attend Union functions (conferences, seminars, steward training) for a maximum of two (2) days per year per person. The Union shall provide the Township with fourteen (14) calendar days notice, in writing, prior to the scheduled function.

2. Conditions regarding each request shall include the following:

a. A copy of event description, schedule, etc. must be provided to the Township for approval.

b. The Township is not responsible for any costs incurred (mileage, tolls, lunch, etc.)

c. No overtime will be paid for the event.

ARTICLE III

MISCELLANEOUS PROVISIONS

A. Neither of the parties hereto may add to or subtract from the provisions contained in the within Agreement during the duration of same. This Agreement contains the entire understanding between the parties hereto and may not be modified in whole or in part by the parties, except by an instrument in writing duly executed by the parties.

B. All employees covered by this Agreement shall also be subject to and abide by such Township policies and regulations adopted by the Township.

C. If any provisions of this Agreement are held to be contrary to law and such provision is not material to the continuance of this Agreement, the provision shall be regarded as null and void and severable and the Agreement shall otherwise continue in full force and effect.

D. Regulatory policies initiated by the Township, other than those that are in existence at the time of the execution of this Agreement, which have an effect on the work rules governing mandatory terms and conditions of employment and which conflict with any provision of this Agreement, may be modified to be consistent with the terms of this Agreement. The Township will notify the Union of the existence of such policy and, if requested by the Union, agree to enter into negotiations on mandatory terms and conditions and to do so within twenty (20) days of such request. If a dispute arises as to the negotiability of such matters affecting terms and conditions of employment, then the procedures of the Public Employment Relations Commission (hereinafter referred to as "PERC"), shall be utilized to resolve such dispute.

ARTICLE IV

DUES AND REPRESENTATION FEES

A. The Employer agrees to deduct Union dues from the salaries of its employees.

Subject to this Agreement, such deductions shall be made in compliance with N.J.S.A.34:13A-1 et. seq. and members shall be eligible to withdraw such authority during January and July of each year as prescribed by law.

B. The deductions of full dues shall be made only for each employee who individually requests, in writing, that such deductions be made.

C. The Employer further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by the Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee equal to 85% of the Union dues, as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employee. However, in the event of rehire, such dues shall commence after thirty (30) days of rehire.

D. The amounts to be deducted shall be certified to the Employer by the Union and aggregate deduction of all employees shall be remitted to the Union, c/o Communications Workers of America, Secretary/Treasurer, 501 Third Street, NW, Washington, DC 2001-2797 by the tenth (10th) day of the month following the calendar month in which said deductions are made, together with a list of names and the amount of the deduction.

E. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demand, suits or other forms of liability that may arise out of or by reason of action taken by the Employer in reliance upon official notification on the letterhead of the Union of such deductions.

ARTICLE V

BARGAINING UNIT

A. The Township recognizes the Union as the sole and exclusive bargaining agent for the collective bargaining unit which consists of all full-time, regular part-time and hourly blue and white collar employees meeting the PERC requirements for the bargaining unit and employed by the Township. Excluded from the bargaining unit are the Township Clerk, Road Supervisors, confidential employees, Supervisory employees, police officers, fire fighters, professional employees (except Subcode Officials), seasonal employees and managerial executives within the meaning of the Act.

B. In the event a dispute arises as to whether or not an employee does, in fact, come within one of the excluded categories above mentioned, such dispute shall be submitted to PERC pursuant to the Act for final determination.

ARTICLE VI

OUT OF TITLE WORK

A. The Township agrees that employees shall be assigned work appropriate to and within their job classification.

B. Employees temporarily assigned to work in higher titles, after the fifteenth (15th) day, shall receive a ten percent (10 %) or Two Dollar (\$2.00) per hour increase, whichever is greater, above the regular rate of pay retroactive to the first day of the assignment in the higher title.

C. Any dispute as to whether the work is within the employee's job classification, shall be resolved through the grievance procedure.

ARTICLE VII

WORK ASSIGNMENTS

Any employee who is required to return to work during periods other than his/her regularly scheduled hours shall be paid one and one-half (1 ½) of the appropriate rate for such work and shall be guaranteed not less than two (2) hours pay, regardless of the number of hours actually worked, so long as the time is not contiguous to the end of and/or the beginning of the employee's regular work shift. Time shall begin at time of punch in.

ARTICLE VIII

WORKER'S COMPENSATION AND DISABILITY

A. When an employee is injured on duty, he/she is to receive worker's compensation. The payment shall not be less than the employee's gross salary during the period of disability, not to exceed six (6) months. Temporary disability benefits must be turned over to the Township.

B. An employee who is injured on the job and is sent home, or to a hospital or a doctor's office to obtain medical attention, shall receive pay at the applicable rate for the balance of his/her regular shift for that day.

C. If a full-time employee is injured while performing his/her work responsibilities, the Township shall place the affected employee on disability with full salary based on a forty (40) hour work week if the employee becomes disabled due to the injury on the job. Maximum period of payment for any one disablement related to work shall be six (6) months.

D. The Township shall not be required to pay more than a total six (6) months of full salary or wages for any one type of disabling illness at one time whether incurred on the job or not. When an individual has returned to work following a disablement up to six (6) months such individual shall work at least one (1) year and one (1) day in order to be entitled to receive this benefit again. While on disability leave, an employee can earn personal, sick or vacation days only during the first four (4) months of that leave.

E. The employee must use at least ten (10) days of their own accrued time prior to requesting a six (6) month disability leave. In cases of prolonged illness, when an employee exhausts his/her accrued sick leave, the employee may authorize the Township Clerk to use his/her earned vacation as sick time.

ARTICLE IX

HEALTH BENEFITS

A. All full-time employees covered by this Agreement shall be provided full family health care coverage under the State Health Benefits Plan (NJ Plus) and the Township's current prescription plan policy. As of January 1, 2004, all reimbursement for prescriptions, where applicable, shall be based on the employee being responsible for a \$3.00 per prescription payment. Employees shall have the option of keeping the traditional plan or HMO Plan, but must assume the cost of the additional premium.

B. Part-time employees who work twenty (20) hours or more per week shall receive health benefits and prescription plan for the employee only. The same prescription obligations, as of January 1, 2004 pursuant to Section A above shall also be applicable here. If the employee desires dependent health benefits, the cost of said coverage shall be the responsibility of the employee and he/she shall pay the difference between employee only coverage and the cost of the additional coverage.

C. Effective January 1, 2005, employees covered by this Agreement shall be permitted to opt-out (or opt-down) of the Township's provided hospital and medical insurance in return for payment equal to fifty (50%) percent of the premium saved by the Township. This is a voluntary option. Said employee shall also be given the option each year, at the open enrollment period, to opt-back into the Township's hospital and medical insurance plan, except under exigent circumstances where there is a loss of coverage. If such occurs, the employee will only be entitled a pro-rata share of savings based on the numbers of months the opt-down/opt-out occurred. The employee's spouse will be required to provide to the Township, through the employee, proof of coverage.

ARTICLE X

SICK LEAVE

A. Full-time employees covered by this Agreement shall be entitled to sick leave or absence with pay. A total of ten (10) days per year is accrued after January 1 of the following year of service. During the first year, the number of sick days is prorated based on the month of hire. Employees shall have the option of carrying thirty (30) accumulated sick days into the next calendar year.

B. Sick leave for purposes herein shall mean absence from duty by an employee because of personal illness by reason of which such employee is unable to perform the usual duties of their positions, exposure to contagious diseases, has a member of the immediate family (child, spouse, unmarried brother or sister, parent of the employee) with an illness which requires the employee to stay at home or take the relative to receive medical care, or the employee has a need to visit a medical professional during municipal business hours.

C. An employee who does not expect to report to work because of personal illness or for any reason included in the definition of sick leave shall notify their department by telephone or personal message at least one (1) hour before the start of the work shift. Sick leave can be taken in hourly increments.

D. If an employee is absent for five (5) consecutive working days, the Township may require acceptable medical evidence. The nature of the illness and length of time the employee shall be absent should be stated on the medical certificate. If the Township suspects that an employee is abusing his/her sick leave privileges, the Township has the right to request medical confirmation of any illness before sick leave privileges are granted.

E. Once per month, the employee can request the number of unused sick days and vacation days to the credit of each represented employee. All of the above time shall be given in hours for each.

F. In cases of prolonged illness when an employee exhausts his/her accrued sick leave, the employee may authorize the Township Clerk to use his/her vacation as sick time.

G. Part time employees, those individuals who work twenty (20) hours of work or more, shall receive pro-rated sick leave based upon the number of hours worked per month.

H. Abuse of sick leave shall be cause for disciplinary action.

ARTICLE XI

LEAVE OF ABSENCE

A. Upon request, an employee may be granted a leave of absence without pay for up to twelve (12) months where necessary for medical reasons, maternity or paternity, or for other reasons satisfactory to the Township. The employee shall be responsible for the continued health insurance payments and shall make suitable arrangements with the Township for the continuation of benefits (except for reasons granted under Paragraph E).

B. Military Leave – In the event an employee volunteers for, or is called to active military service in the Armed Forces of the United States, such employee shall not, during the period of such service, lose his/her seniority rights as herein provided. Upon discharge from such service, he/she shall be offered his/her former position or one of like status provided:

1. Received a certificate of honorable discharge.
2. Is still qualified to perform the duties of the position.
3. Applied for reinstatement within ninety (90) days after discharge.

Employees shall receive a written leave of absence from the Township when leaving to enter Military Service. In the event any regular employee covered by this Agreement, who is a reserve of the Armed Forces of the United States, is required to serve on active duty for a temporary period, the Township agrees to supplement the employee's military pay with an amount sufficient to equal his/her regular weekly earnings not to exceed a period of two (2) weeks in any one (1) year.

C. Court Leave – Full-time employees shall be granted a leave of absence with pay, if they are called for jury duty or subpoenaed as a witness, for the time actually spent in court, provided such time is not a regular part of the duties of the employee.

1. The employee must notify his/her Supervisor immediately upon receipt of a summons for jury duty.
2. This section does not apply when an employee voluntarily seeks jury duty.
3. No reimbursement of wages will be made for jury duty during holidays or vacations.

4. At the Township's request, adequate proof must be presented of time served on a jury and the amount received for such service.

D. Bereavement Leave – Employees covered by this Agreement shall be permitted time off with pay from the date of death until the day of burial in the event of the death of an employee's spouse, father, mother, grandfather, grandmother, son, daughter, brother, sister, grandchildren, father-in-law, mother-in-law, son-in-law, and daughter-in-law. Employees shall receive time off with pay for day of burial in the event of the death of an aunt, uncle, nephew, niece, brother-in-law, sister-in-law, or cousin of the first degree.

E. Family Leave Act – The Township agrees to abide by the provisions of the State and Federal Leave Act, and to offer employees covered by this Agreement the option of leave of absence as long as the requirements are met under the law.

F. The Township shall also abide by N.J.S.A. 40A:9-7 (leaves of absence with pay to certain officers and employees) and N.J.S.A. 40A:9-158 (temporary leaves of absence).

ARTICLE XII

PROMOTIONS

A. Promotion means the advancement of an employee to a job classification at a higher salary range. When a promotional vacancy occurs, the Township shall consider an employee's job performance and ability to do the job based on his/her job classification. Seniority will be given due consideration when everything else is equal.

B. An employee who is promoted shall serve a probationary period of ninety (90) days. If he/she is removed from the new position during the probationary period, he/she can be entitled to return to his/her former position without loss of seniority or other benefits if the position remains open, except that if he/she is discharged, his/her rights shall be subject to the grievance/arbitration procedure under this Agreement.

C. Promotional positions shall be posted for at least ten (10) working days. When the Township determines that a vacancy occurs, an employee may request, in writing, to fill such vacancy. Working days shall be defined as Monday through Friday, irrespective of whether the employee works the day(s) or not.

D. If an employee is promoted outside the bargaining unit, and the employee does not satisfactorily complete his/her probationary period, or wishes voluntarily to be placed back to his/her former position, said employee may be returned to his/her former position without loss of seniority if a position remains open.

E. A promoted employee's seniority, for purposes of layoff, shall be retroactive to the date of promotion following completion of the probationary period.

ARTICLE XIII

EQUAL TREATMENT

There shall be no coercion, intimidation on the part of either the Township or the Union, or their respective agents, officers or members, against any employee covered by this Agreement for reason of age, sex, color, religious belief or national origin.

ARTICLE XIV

DUPLICATION OF AGREEMENT

The Township and Union shall share in the effort to reproduce up to twenty-five (25) copies of the Agreement, and will furnish copies to the Union for distribution to rank-and-file employees and to the officials of the Township.

ARTICLE XV
GRIEVANCE PROCEDURE

A. DEFINITION:

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees, or the Union at the request of any such individual or group (hereinafter referred to as the "grievant"). Working days, throughout the provisions of this Article, shall be defined as Monday through Friday, irrespective of whether the employee works the day(s) or not.

B. INFORMATION RESOLUTION

The Township and the Union agree to attempt to resolve potential grievances in an informal manner if possible. The time limitation pertaining to initiation of the grievance procedure may be waived if mutually agreeable provided such waiver is in writing and approved by both parties. Failure on the part of the grievant to process the grievance according to the time lines set by this Agreement shall result in a waiver of the right to proceed to the next level of the grievance procedure and constitute an acceptance of management's decision rendered below.

C. STEPS OF THE PROCEDURE

Step One

A grievance initially must be filed, in writing, within ten (10) working days from the date on which the act which is the subject of the grievance occurred, or became known to the grievant, whichever is later. If the grievance concerns an action or decision of a supervisor, the employee or the Union shall submit the grievance in writing and discuss it with the supervisor who shall render a decision, in writing, within five (5) working days of his/her receipt of the grievance.

Step Two

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the immediate supervisor has not served a timely written response at Step One, then within ten (10) calendar days (excluding Saturday, Sunday, and Holidays), after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Township Committee. The parties shall meet and discuss the grievance within ten (10) calendar days (excluding Saturday, Sunday, and Holidays) of this submission and the Township Committee shall have thirty (30) calendar days thereafter to make a written response.

Step Three

In the event the grievance is not resolved to the satisfaction of the grievant at Step Two, or in the event the Township Committee had not served a timely written response at Step Two, then within twenty (20) calendar days (excluding Saturday, Sunday and Holidays) after the response set forth in Step Two, the grievant may notify the Township Committee in writing of his or her intent to submit the grievance to PERC.

The grievant may notify the Township Committee in writing of his or her attempt to submit the grievance to PERC for binding arbitration as to disciplinary matters only, as defined by State Statute. N.J.S.A. 34:13A-22 et seq., and all other grievances shall be submitted to non-binding (advisory) arbitration. Any dispute as to whether the matter in controversy is a disciplinary dispute shall be submitted to PERC for review and decision.

a. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his award, by no later than thirty (30) calendar days from the closing date

of hearing. The arbitrator expressly has no authority to modify, add to, subtract from or in any way whatsoever, alter the provisions of this Agreement.

b. Grievance meetings and hearings shall be held at mutually acceptable times and places. The grievant shall have at his/her request a representative from the Union to assist in the resolution of the grievance at such meetings and hearings.

c. The fees, expenses, and all other proper charges of the arbitrator shall be split equally between the parties; however, each party shall bear his/her own additional costs.

d. All grievance hearings scheduled in accordance with the provisions hereof shall be so scheduled so as to avoid time off from regular scheduled shifts. However, in the event a grievant, or witness called by him/her, is on duty, he/she shall be permitted to attend the said hearing without reduction or loss of pay.

e. No reprisals of any kind shall be taken by the Township or by any agent thereof, against any grievant or party participating in the grievance procedure or any member of the Union by reason of such participation. Neither the Union nor any employee shall use the formal grievance procedure for obviously frivolous matters.

f. All grievance hearings, conducted as outlined herein, shall be conducted in private and shall be attended by the respective parties and/or their representatives, in addition to any witnesses produced by either party for the purpose of testifying at such hearing.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

A. There shall be no discipline or discharge, except for just cause. No form of discipline or reprimand shall be done in a public forum in such a way that it causes embarrassment to the involved employee.

B. An employee may be subject to discipline for:

1. Incompetency, inefficiency or failure to perform duties.
2. Insubordination.
3. Inability to perform duties.
4. Chronic or excessive absenteeism or lateness.
5. Conviction of a crime.
6. Conduct unbecoming an employee in the public service.
7. Neglect of duty.
8. Misuse a public property, including motor vehicles.
9. Unacceptable behavior.
10. Physical assault.
11. Other sufficient causes.

C. Other than an oral reprimand, the employee and the employee's personnel file shall be furnished with a written copy of any disciplinary action taken, with reasons therefore, within five (5) days of the action.

D. The employee shall have the right to Union representation when disciplinary action is taken, beginning with any interrogation and continuing until all appeal processes are finalized.

E. Before an employee is suspended without pay, he/she shall promptly be given an opportunity to an informal discussion during normal working hours with his/her supervisor at

which time the employee will be informed of the charges made and will be given a written synopsis of the evidence on which the Township intends to rely. The employee shall have an opportunity to respond and/or refute these charges. An employee may be suspended immediately if it is determined that the employee is unfit for duty, or is a hazard to fellow employees or to the general public. Depending upon the seriousness of the offense, the

Township shall have the right to waive progressive discipline and to suspend an employee with pay pending the notification procedures set forth in this paragraph which shall be offered to the employee within twenty-four (24) hours from the time of the initial suspension. If the employee is notified of his/her opportunity for an informal discussion during normal working hours with his/her supervisor and fails/refuses to respond at the time and date established by the supervisor, then such suspension can be converted to a suspension without pay.

F. Employees shall have the right to appeal any discipline through the grievance/arbitration procedure as defined under this Agreement. An appeal shall be instituted at a level of the grievance procedure deemed appropriate under circumstances.

G. Disciplinary action shall normally be progressive and begin with an oral reprimand. Any disciplinary action taken against an employee shall be placed in the employee's personnel file. Any disciplinary action that has been placed in the file for more than twenty-seven (27) months shall be used for reference purposes only and not used in any subsequent disciplinary proceedings.

ARTICLE XVII

SAFETY AND HEALTH

A. The Township shall attempt to provide safe and healthful working conditions and will provide employees with wearing apparel, tools or devices that may be reasonably necessary to insure their safety and health.

B. A Safety Committee shall be formed having one member from the Administration and one from the Local Union.

C. It is the responsibility of the employee to maintain and have available on the job site required safety equipment for a particular job function and utilized such apparatus accordingly.

D. The Township will provide replacement of any apparatus if damaged on the job. Old apparatus must be returned.

ARTICLE XVIII

BILL OF RIGHTS

To ensure that the individual rights of employees in the bargaining unit are not being violated, the following shall represent the Employee's Bill of Rights:

A. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement, if so requested by the employee.

B. An employee shall be entitled to Union representation at each stage of a disciplinary hearing, if so requested by the employee.

C. No employee will be required to take part in an interview or meeting without Union representation, where such representation has been requested by the employee and where the employee has reasonable grounds to believe that the matters to be discussed may result in the employee being the subject of disciplinary action.

D. No recording devices or stenographer of any kind shall be used during any meeting, unless both the Union and Township are made aware of their use to such meeting.

E. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Township.

F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his/her hours, wages, or working conditions as a result of the exercise of his/her rights under this Agreement.

ARTICLE XIX

MANAGEMENT FUNCTIONS AND RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Law and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees as related to their employment;

2. To hire all employees and to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

3. To suspend, demote, discharge, or take other disciplinary action.

B. In the exercise of the powers, rights, authority, 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 thereof 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. 40 and 40A or any other national, state, county or local laws or ordinances.

ARTICLE XX

SEVERABILITY

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement, which shall remain in full force and effect; and to this end the provisions of the Agreement are hereby declared to be severable.

ARTICLE XXI

VACATION

A. (1) The following vacation schedule shall apply to all employees covered under this Agreement:

1. One (1) week's paid vacation after one (1) year of service.
2. Two (2) weeks' paid vacation after two (2) years of service.
3. Three (3) weeks' paid vacation after five (5) years of service.
4. Four (4) weeks' paid vacation after ten (10) years of service.

(2) For all employees hired-on or after January 1, 2004, the following vacation schedule shall apply:

<u>Length of Employment</u>	<u>Vacation Time</u>
From the beginning of the first full calendar year of employment and up to ten (10) years of continuous service	Twelve (12) vacation days
After ten (10) continuous years of service and up to twenty (20) years of continuous service	Fifteen (15) vacation days
After twenty (20) years of service	Twenty (20) vacation days

B. Vacation leave shall accrue effective January 1st. During the first year of employment, vacation will be accrued on the sixth (6th) month basis. Following the first (1st) year, the cycle will be set at the beginning of the year. An employee shall have the option of carrying over ten (10) days which must be used prior to the end of the following year. An employee shall also have the option of receiving pay in lieu of time off for up to ten (10) days per year.

C. Part time employees, those who work twenty (20) or more hours per week, shall be entitled to a pro-ration of vacation time.

D. If an employee is on vacation and becomes ill during that time, not allowing the employee to continue his/her vacation, and the employee can provide medical verification of such illness, or should a death occur in the employee's family, the employee may change the time to sick and/or bereavement leave, as applicable under this Agreement. Vacation shall then be reinstated.

E. If a holiday falls during an employee's vacation, the day shall not be counted as part of the employee's vacation leave.

F. Requests for use of single vacation days may be made on less than two (2) weeks' advance notice and will be granted if scheduling permits, and shall not be unreasonably denied.

G. Vacations must be scheduled at least (2) weeks in advance and are subject to the supervisor's approval.

ARTICLE XXII

SENIORITY

A. Seniority is defined as an employee's total length of unbroken service with the Township, beginning with his/her original date of hire as a full time employee.

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

C. In all cases of demotion, layoff and recall, consideration shall be given to seniority, job performance and ability to do the job based on job classification.

ARTICLE XXIII

LAYOFF AND RECALL

A. 1. In the event it becomes necessary to lay off employees for reasons of economy and efficiency, temporary, seasonal, hourly and part time employees shall be laid off first in that order, and then full-time employees shall be laid off in the inverse order of their seniority.

2. In the event an employee is scheduled to be laid off and there exists a vacant position in another title, and the employee has the proven ability and can meet the qualifications, Township seniority shall prevail in assigning such employees scheduled to be laid off.

3. Fifteen (15) working days' written notice of layoff shall be given to the affected employees and the Union where such notice is economically feasible, except in cases of emergency. The Township reserves the right to pay three (3) weeks' severance pay in lieu of fifteen (15) days' notice. Benefits are carried up to three (3) weeks. At the end of the three (3) week period, the employee may exercise his/her right to file for Cobra benefits.

4. For purposes of this Article, working days shall be defined as Monday through Friday, irrespective of whether the employee worked the day(s) or not.

B. 1. Laid off employees will be offered, in seniority order, the right of recall to any position within his/her job classification. The employee must accept employment if the recall is the same job schedule held at the time of layoff.

2. The laid off employee will remain in recall list for twelve (12) months from the date of layoff. There will be a seventy-two (72) hour mandatory response and return to recall, excluding weekends and holidays, following receipt of notification. Notification will be made via certified mail to the last known address that was furnished by the employee. An employee who is unable to accept recall due to a medical reason, jury duty or military obligation, will retain the right of recall during the twelve (12) month period.

ARTICLE XXIV

JOB POSTING

A. Vacancies, or newly created positions, shall be posted prominently for ten (10) working days on the bulletin board when vacancies and new positions are sent to the newspapers for the general public. The posting shall include, but not limited to, the classification, salary and abbreviated job description, and the required qualifications and procedure to be followed by employees interested in applying for such job vacancies and positions.

B. A copy of the job posting notices shall be forwarded to the Local Union Office by the Shop Steward when they are sent to the newspapers for the general public.

C. Working days, for purposes of this Article, shall be defined as Monday through Friday, irrespective of whether the employee worked the day(s) or not.

ARTICLE XXV

MAINTENANCE OF BENEFITS

A. The Township agrees to recognize only two (2) current employees, Joan Lucas and Maria Tabula, as being eligible to receive the same benefits and at the same level of benefits as they are presently receiving without reduction for the duration of this Agreement; provided, however, that said employees remain continuously employed by the Township and do not voluntarily reduce their current hours at work below twenty (20) hours per week.

B. During the life of this Agreement, if either employee leaves the employment of the Township and then return or voluntarily reduces her hours of work below twenty (20) hours per week, then said employee shall be subject to the same terms and conditions as any newly hired employee.

C. No other maintenance of benefits other than what is referred to above is being made part of this Agreement.

ARTICLE XXVI

EDUCATIONAL BENEFITS

A. The Township shall pay all prior approved costs incurred by an employee for the purpose of maintaining state required certification. Approval shall not unreasonably be withheld.

B. The Township agrees to reimburse employees for tuition upon satisfactory completion of courses leading to advancement or improvement of skills in the employee's field. This shall be limited to four (4) courses per year at the prevailing County College or State College tuition rate. A satisfactory or passing grade must be achieved in order to be eligible for reimbursement.

C. Subject to Township financial constraints, the Township may grant employees time off with pay to attend workshops, seminars and conferences related to Township business and the employee's particular job function and/or certification.

D. Employees shall receive \$1,000 when required State certification for their position is achieved. Payment shall be pro-rated on an annual basis.

ARTICLE XXVII

REIMBURSED EXPENSES

Employees shall be reimbursed for the following expenses while on Township business or required schooling:

1. Mileage (\$.29 per mile or current Federal rate, if Township vehicle not used).

2. Tolls
3. Parking.
4. Meals (a per diem of \$25.00 per day for overnight stay, and \$10.00 per day for all day conferences and meetings).
5. Any lodging required as an overnight stay shall be paid by the Township.

ARTICLE XXVIII

PHYSICAL EXAMINATIONS

A. Annual physical examination for each full-time employee shall be paid by the Township's Group Health Plan. Each full-time employee shall be obligated to have such an examination conducted by the Township Physician. The Physician shall give to the Township Clerk within thirty (30) days of the examination a written report concerning the condition of the employee. This examination shall consist of the complete physical examination together with a blood screening and may, at the discretion of the Township Physician, include a cardiogram or chest x-ray or both and urinalysis. When medical problems have been satisfactorily corrected or remedied, the employee shall have a physician of his/her choosing submit a certification to that effect to the Township Clerk.

Annual physicals required by the Township may be performed by the employee's primary physician. Employee will furnish the Township Clerk with a copy of the receipt of their physicals. The Treasurer will reimburse the employee for the out of pocket co-pay once proof of the physical has been received by the Township Clerk.

B. An employee who refuses to take a physical when requested shall be given up to forty-five (45) calendar days to agree to take a physical. If the employee does not agree to undergo a physical during the forty-five (45) calendar days period, he/she shall be terminated.

C. Employees shall be granted time off with pay to receive an annual physical examination.

ARTICLE XXIX

DRUG AND ALCOHOL ABUSE

A. The Township is firmly committed to providing a safe and efficient work place. Employee involvement with drugs and alcohol - on or off the job – can take its toll in the workplace by increasing absenteeism, lowering productivity, undermining public confidence and, more importantly, jeopardizing the safety of all employees.

B. The purpose of this policy is to establish and maintain a safe workplace and a healthy and efficient workforce free from the effects of substance and alcohol abuse. Therefore:

1. The unlawful manufacture, distribution, dispensing, possession or use of drugs is prohibited.

2. Except for medication prescribed for the user by a licensed medical practitioner and the appropriate use of over-the-counter drugs, employees are prohibited from being at work with drugs or drug metabolites in their system, regardless of when the drugs were taken.

3. The consumption of alcohol during work hours or on Township property is prohibited. Employees should exercise moderation if they consume alcoholic beverages so that their actions do not represent a liability to themselves, to other employees, or to the Township. Employees must report to work and, while on duty, must remain sober and free from the effects of alcohol use or abuse. Limits for alcohol are .04 for employees required to have a CDL and .10 for non-CDL employees.

4. An employee who violates this Policy is subject to immediate discharge.

C. The Township may, in certain situations, require that an employee who is suspected of violating this Policy submit to a screening test. Circumstances which may form the basis of such suspicion include, but are not limited to, the employee's unusual behavior, slurred speech,

deficiencies in the employee's productivity, a workplace accident, the employee's attendance record, physical symptoms indicative of drug use, or other conduct indicative of drug or alcohol use.

D. Refusal to submit to a drug or alcohol screening test at the Township's request will result in discharge.

E. If the results of a drug or alcohol screening test are positive the employee may be directed to enter an appropriate rehabilitation program and/or disciplinary action may be taken, either as an alternative to or along with rehabilitation.

F. 1. Early identification and treatment of substance or alcohol abuse problems is the best method for protecting the interests of all concerned.

2. An employee who voluntarily wants to seek help for a problem and would like the assistance of the Township in finding treatment may speak to any Officer of the Township or to their supervisor. This request would be kept confidential and will not be used as a basis for discipline. However, such a decision will not prevent the imposition of discipline, if other circumstances suggest that disciplinary action may be appropriate.

G. 1. If the results of a drug or alcohol screening test are positive, the employee may be required to participate in an appropriate rehabilitation program. In this regard, the employee must successfully complete the program in which he/she participates. Furthermore, the Township expects that the employee, after completing a rehabilitation program, will remain free of future substance abuse. The Township reserves the right to test rehabilitated employees periodically during the twelve month period following treatment.

2. Refusal to participate in rehabilitation, refusal to consent to follow-up testing subsequent to rehabilitation, or failure to remain substance free subsequent to rehabilitation shall result in immediate termination.

H. A percentage of the costs associated with treatment or a rehabilitation program will be covered by the Township's health benefit plan insurance. Costs not covered are the employee's responsibility.

I. Violation of any provision of this Policy may result in disciplinary action, up to and including termination. The Township retains sole discretion as to whether the employee is permitted to participate in a rehabilitation program and/or is disciplined. Furthermore, nothing contained in this Policy in any way affects the Township's right to discipline employees.

J. Test results and medical records pertaining to drug or alcohol use are confidential, and access to such records shall be only those persons who have a legitimate need for it.

K. The Township has been mandated by Federal regulation to implement and maintain a program of substance abuse testing on all employees required to have a commercial driver's license. These jobs are covered under the Federal Department of Transportation Regulation 49 CFR Parts 40, 199, and 382. Drug/Alcohol Tests are required as follows:

1. Pre-employment Testing;
2. Post-accident Testing;
3. Random Testing throughout the year.

ARTICLE XXX

PERSONAL DAYS

All full-time employees covered by this Agreement shall receive four (4) personal days each year during the term of this Agreement. All part-time employees, those employees who work twenty (20) hours or more per week, shall receive a pro-ration. Personal days must be taken within the year they are given and cannot be accumulated.

ARTICLE XXXI

OVERTIME

A. All time worked in excess of the employee's regular work day, and in excess of forty (40) hours in any work week, shall be paid at one-and-one-half (1 ½ times) the employee's regular hourly rate of pay. Overtime can be taken in cash or compensatory time payments at the employee's discretion up to the statutory limitation. All overtime shall be approved by the supervisor.

B. All work performed on a Sunday shall be compensated at the rate of one-and-one-half (1 ½) times the employee's regular rate of pay.

C. Except in cases of emergency, at least one (1) hour of advanced notice shall be given for overtime required at the end of the regular work day.

D. If an employee is required to work in inclement weather beyond ten (10) overtime hours in any one shift, he/she shall be compensated at the rate of double time for all hours worked beyond that until the supervisor determines that all cleanup is satisfactory for the public's safety. A shift due to inclement weather shall begin at the time of punch in and end at the time of punch out.

E. If an employee is called into work during a holiday, the employee shall receive overtime at one-and-one-half (1 ½) times in addition to the holiday pay for all hours worked.

F. If there is a need to perform work during a snowstorm or during some emergency due to inclement weather, the Township shall supply the employee with meals. All meals shall be purchased through the appropriate supervisor's discretion.

ARTICLE XXXII

CLOTHING ALLOWANCE

A. Full-time employees assigned to the Township Public Works Department shall receive a clothing allowance of \$300.00 effective January 1st of each year during the term of the Agreement. The clothing maintenance allowance shall be paid to a pre-arranged distributor of choice for clothing whose style is determined by the Public Works Supervisor. Any unused portion of the allowance not used by December 31st shall revert back to the Township.

B. Full-time employees assigned to the Township Public Works Department shall be provided with the following items as specified during the term of this Agreement:

1. One pair of work boots annually, up to a maximum allowance of \$200.00 annually;
2. One (1) winter jacket every other year;
3. Five (5) orange T-shirts annually;
4. One (1) orange sweatshirt every other year.

C. The above items shall be replaced immediately or on an as needed basis at the supervisor's discretion.

D. Each full-time Public Works employee shall be required to have one (1) pair of safety shoes at the Public Works facility at all times. The Township recommends protective footwear worn when the potential for injury to the foot exists.

E. If all of an individual's funds are exhausted and an emergency arises, the problem will be dealt with on a case-by-case basis by the Public Works Supervisor.

ARTICLE XXXIII

WORK SCHEDULES/REST PERIODS

A. The work week shall consist of five (5) consecutive work days, Monday to Friday, except in cases of emergency which may require overtime assignments.

B. All full-time employees shall work an eight (8) hour day, not including lunch, as specified by the Township. Hours for employees assigned to the Public Works Department shall be 7:00 a.m. to 3:30 p.m. except from Memorial Day to Labor Day when the work hours shall be 6:00 a.m. to 2:30 p.m. Hours for other employees shall be 8:00 a.m. to 4:30 p.m.

C. All employees covered by this Agreement shall be entitled to a half-hour (30 minute) unpaid lunch period during the shift.

D. All employees covered by this Agreement shall receive two (2) paid fifteen (15) minute rest periods during the shift.

ARTICLE XXXIV

HOLIDAYS

A. The following paid holidays shall apply to all employees covered by this Agreement:

1. New Year's Day
2. Martin Luther King's Birthday

3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day

B. If a holiday falls on a Saturday, the holiday shall be observed on the Friday before the holiday. If a holiday falls on a Sunday, the holiday shall be observed on the Monday following the holiday.

ARTICLE XXXV

SNOW DAYS/INCLEMENT WEATHER

This provision applies to employee assigned to the administration:

A. If an emergency is declared because of hazardous weather conditions where authorities deem it to be unsafe for travel, employees shall have the option of substituting either a vacation day, personal day, or compensatory time because of absence due to inclement weather conditions.

B. In emergency weather situations where there may be a need to close early, employees shall be permitted to leave without loss of pay based on the discretion of the Township Clerk.

ARTICLE XXXVI

WAGES AND SALARY

A. Effective retroactive January 1, 2005, all employees covered by this Agreement, except the Police Office Manager shall receive a salary increase in the amount of four (4%) percent. Effective January 1, 2006 all employees covered by this Agreement shall receive a salary increase in the amount of four (4%) percent. Effective January 1, 2007, all employees covered by this Agreement shall receive a salary increase in the amount of four (4%) percent.

B. Any employee hired during the life of this Agreement shall receive salary increases after the date of hire on the effective dates noted above. Any former employee who was employed prior to the signing of this Agreement shall not receive any pro rata adjustment in his/her former salary.

C. The title of Police Secretary shall be changed to Police Office Manger. The salary change for new the new title will be \$36,000 for calendar year 2005 and shall not receive any other increase for that calendar year. The four percent (4%) increases will commence on January 1, 2006. The salary in 2006 will be \$37,440 and the salary in 2007 will be \$38,937.60.

SALARIES

	<u>2005 Salary</u>	<u>2006 Salary</u>	<u>2007 Salary</u>
Mary Hyland	\$34,611.20	\$35,995.65	\$37,435.48
Mary Mastro	\$39,370.24	\$40,945.05	\$42,582.85
Kimberly Jacobus	\$39,159.09	\$40,725.45	\$42,354.47
Julia Gambert	\$40,945.05	\$42,582.85	\$44,286.16
Gail Glashoff	\$43,093.27	\$44,817.00	\$46,609.68
Kathleen Goracy	\$36,000.00	\$37,440.00	\$38,937.60
Gordon Beam	\$45,171.89	\$46,978.77	\$48,857.92
Robert Candler	\$40,566.14	\$42,188.79	\$43,876.34
Warren Gabriel	\$46,563.74	\$48,426.29	\$50,363.34
Ronald Heft	\$46,310.67	\$48,163.10	\$50,089.62
Edward Kiley	\$51,489.54	\$53,549.12	\$55,691.08
Charles Nunn	\$40,566.14	\$42,188.79	\$43,876.34
Kevin Rivers	\$46,310.67	\$48,163.10	\$50,089.62
Paul Jones	\$53,092.79	\$55,216.50	\$57,425.16

Part-times

Deanna Kinney	\$12.09/hr.	\$12.57/hr.	\$13.07/hr.
Joan Lucas (Library)	\$13.72/hr.	\$14.27/hr.	\$14.84/hr.
Joan Lucas (Museum)	\$14.40/hr.	\$14.98/hr.	\$15.58/hr.
Marie Taluba	\$16.96/hr.	\$17.64/hr.	\$18.35/hr.
Ada Roth	\$12.44/hr.	\$12.94/hr.	\$13.46/hr.
Gary Apgar	\$19.37/hr.	\$20.13/hr.	\$20.94/hr.
William Skene	\$21.63/hr	\$22.49/hr	\$23.39/hr

SALARY FOR NEW PUBLIC WORKS EMPLOYEES
HIRED AFTER EFFECTIVE DATE OF CONTRACT

New Employee	<u>2005</u> \$13.34	<u>2006</u> \$13.87	<u>2007</u> \$14.42
--------------	------------------------	------------------------	------------------------

6 Month Anniversary	\$.48 increase
12 Month Anniversary	\$.48 increase
18 Month Anniversary	\$.48 increase
24 Month Anniversary	\$.48 increase
30 Month Anniversary	\$.48 increase
36 Month Anniversary	\$.48 increase
42 Month Anniversary	\$.48 increase
48 Month Anniversary	\$.48 increase
54 Month Anniversary	\$.48 increase
60 Month Anniversary	\$.48 increase

The salary increases on the above chart are not automatic, but will be granted upon an acceptable six (6) month performance evaluation and approval of the Department of Public Works Supervisor.

ARTICLE XXXVII

ACCESS TO PERSONNEL FILE

A. Upon request and with reasonable notice, an employee shall have the opportunity to review and examine pertinent documents including those related to performance evaluation and conduct in his/her personnel file. The Township shall honor the request of such employee for copies of documents in the file. The Township shall have the right to have such review, and examination take place in the presence of an appropriate official of the agency or department in question. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him/her. Such response will be included in the relevant permanent personnel history file or permanent supplementary personnel file and will be attached to and retained with the document in question.

B. No document of anonymous origin shall be used against any employee.

C. Copies of any written documents specifically related to discipline or the work performance of any employee which are relied upon by the Township during any disciplinary proceedings, grievance hearing, or in any final evaluation report, will be given to the employee upon his/her request.

D. A copy of specific written material which is derogatory or adverse to an employee and is in the possession of the Township or its representative, and which has not been previously transmitted to the employee, shall be provided to the employee when such written material is to be relied upon in any adverse personnel action resulting in disciplinary proceedings, or in any performance evaluation and reasonable time provided for response.

ARTICLE XXXVIII

DURATION OF AGREEMENT

This Agreement shall become effective on January 1, 2005 and shall terminate on December 31, 2007. If either party desires to change this Agreement, it shall notify the other party, in writing, at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures.

Township of Lebanon

Blue and White Collar Unit,
CWA Local 1040

