

**AGREEMENT**

BETWEEN

**THE TOWNSHIP OF GALLOWAY**

AND

**THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
UNION LOCAL #210  
SUPERVISOR UNIT**

January 1, 2011 THROUGH DECEMBER 31, 2012

**CONTRACT NO. 3**

**(Contract changes in bold)**

## ARTICLE ONE

### **PREAMBLE**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between the TOWNSHIP OF GALLOWAY, in the County of Atlantic, a municipal corporation of the State of New Jersey, hereinafter called the "Township", or its successors, and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION #210, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

## ARTICLE TWO

### **RECOGNITION**

- A. The Township recognizes the Union as the sole and exclusive collective bargaining agent and representative for all full-time and regular part-time employees of the Township employed in job classifications as follows:

UNIT All full-time and regular part-time employees in the following classifications: Construction Official, Project Coordinator, Tax Assessor, Tax Collector/Comp Controller, Deputy Director, Community Services Director, Court Administrator, Director of Communications, Senior/Social Services Director, Community Education Director, Assistant Director Community Development, Administrative Office Manager, Deputy Tax Collector, Deputy Court Administrator, Deputy Tax Assessor, Assistant Communications Supervisor, Deputy Court Administrator (non-certified), Deputy Tax Assessor (non-certified), Postmaster, Supervisor of Records, but excluding any employees currently represented by any other Collective Bargaining Agreement, confidential employees and managerial executives within the meaning of the Act.

The job classifications covered above shall be those listed in EXHIBIT "A" attached hereto and made a part hereof.

- B. The term "regular part-time shall be defined as all employees employed on an annual basis for a minimum of twenty-five (25) hours per week. Regular part-time employees shall not include high school or college students working for the Township as part of an educational program for which they receive some type of educational credits.

- C. The term "temporary shall be defined as all employees who are hired for a finite period of time or to perform a specific task with no expectation of further employment beyond that time or task.

D. The term “confidential” shall be defined, as employees whose functional responsibilities or knowledge in connection with the issues involved in the collective negotiations process would make their membership in any negotiating unit incompatible with their official duties.

E. The title “employee” shall be defined to include the plural as well as the singular and to include males and females.

### **ARTICLE THREE**

#### **MANAGEMENT RIGHTS**

A. The Township hereby retains and reserves unto itself, without limitations, 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, including, but without limiting the generality of the foregoing, of the following rights:

1. The management and control of the Township Government, its properties, facilities, and activities of its employees; the promulgation of rules and regulations; the use of improved methods and equipment; determining the number and kinds of employees needed and the quantity and quality of work required; to hire, promote, transfer, assign, layoff, suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

2. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.

3. Nothing contained herein shall be construed to deny or restrict the Township in the exercise of its rights, responsibilities and authority under NJSA 40A, or other national, state, county or local law regulations.

### **ARTICLE FOUR**

#### **RULES AND REGULATIONS**

A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.

B. All present written rules and regulations shall be provided to the Union.

C. All additional written rules and regulations shall be provided to the Union immediately upon promulgation.

D. The Township agrees that no additional duties or responsibilities will be added to any classification covered by this agreement without prior agreement of the union.

## ARTICLE FIVE

### **EMBODIMENT OF AGREEMENT**

This document constitutes the sole and complete agreement between the parties, and embodies all of the terms and conditions governing the employment of employees in the Unit. Any amendments or supplements agreed to by the parties, during the term of this agreement, will be considered part of this agreement. **This agreement shall specifically incorporate the terms of the MOA entered into between the Township and the Union on or about March 23, 2011.**

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

## ARTICLE SIX

### **SEVERABILITY**

In the event that any provision of this Agreement between the parties shall be held by operations of law and/or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice, by either party to the other, to negotiate concerning the modification or revision of such provision.

## ARTICLE SEVEN

### **LOYALTY-EFFICIENCY-NO DISCRIMINATION**

A. Employees of the Township agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the Township and its interest; that they will cooperate with the Township in promoting and advancing the welfare and prosperity of same at all times.

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

C. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

D. The Township agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint of coercion by the Township or any Township representative, against any employee because of union membership or because of any employee activity in the Union.

E. The probationary period is six (6) months from date of hire.

## **ARTICLE EIGHT**

### **ACCESS TO PREMISES**

The township agrees to permit representatives of the Union to enter the premises of the Township for individual discussion of working conditions with bargaining unit employees, adjustment of grievances and future contract negotiations, so long as prior notice is given to and prior approval is obtained from the Township Manager.

## **ARTICLE NINE**

### **DUES DEDUCTIONS AND AGENCY SHOP**

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, NJSA (R.S.) 52:14-15.9e, as amended. Said monies, together with records of any corrections, shall be paid and transmitted to the Financial Secretary of the Union on the first of the month following thirty (30) days of employment.

B. The Township agrees to deduct from the salaries of its employees, covered by this Agreement, who elect not to become members of the Union, a representation fee in lieu of dues for services rendered by the majority representative in an amount equal to 85% of the regular membership dues, fees and assessments paid by members of the Union. Said monies, together with records of any corrections, shall be paid and transmitted to the Financial Secretary of the Union on the first of the month following thirty (30) days of employment.

C. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Township Treasurer on the first of the month following thirty (30) days of employment.

D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing authorized deductions for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

E. The Union will provide the necessary "check-off authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

F. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with NJSA 52:14-15.9e, as amended.

G. The union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deductions.

H. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit, and not only for members in the Union, and this Agreement has been executed by the Township after it had satisfied itself that the Union is a proper majority representative.

## **ARTICLE TEN**

### **TABLE OF ORGANIZATION**

A. The Township agrees to provide the Union with a full and complete Table of organization, and agrees to provide the Union with an updated Table of Organization within ten (10) days of any change.

B. The Township shall provide the Union with a current list of all bargaining unit members, showing each employee's salary and level. The Township shall provide written notification of all level changes, position transfers, new hires, resignations and dismissals within fifteen (15) days of all such actions. Written notice to the Business Manager of the Union shall constitute such notification and is the preferred method of notice.

## **ARTICLE ELEVEN**

### **MAINTENANCE OF WORK OPERATIONS**

A. The union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any other person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this agreement and could result in disciplinary action (including termination) to any/all employees who have engaged in such activity.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

D. The Township agrees that it will not engage in the lockout of any of its employees.

## ARTICLE TWELVE

### 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 concerned as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his/her department.

C. 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.

D. 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 incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

E. 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 1: The aggrieved or the Union shall institute action under the provisions herein within fifteen (15) work days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and the Division Manager/Department Head or his/her designated representative for the purpose of resolving the matter informally. Failure to act within said fifteen (15) work days shall be deemed to constitute an abandonment of the grievance.

Step 2: If no agreement can be reached orally within fifteen (15) work days of the initial discussion with the Division Manager/Department Head, the employee or the Union may present the grievance in writing within fifteen (15) days thereafter to the Division/Department Head, or his/he designated representative. The written grievance at this Step shall contain the relevant facts, the applicable Section of the contract violated and the remedy requested by the grievant. The Division Manager/Department Head will schedule a meeting with the employee and a Union representative within fifteen (15) work days after receipt of the written grievance. The Division Manager/Department Head or his/her designated representative will answer the grievance in writing within fifteen (15) work days of said meeting.

Step 3: If the Union wishes to appeal the decision of the Division Manager/Department Head, such appeal shall be presented in writing to the Township Manager within fifteen (15) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Manager will schedule a meeting with the employee and a Union representative within fifteen (15) work days after receipt of the written submission. The Township Manager shall respond in writing within twenty-five (25) work days of said meeting.

Step 4: If the grievance is still unsettled, either party shall have the right within twenty (20) work days to submit the dispute to arbitration pursuant to the rules of the Public Employment Relations Commission. The costs for the service 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.

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

G. 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/her 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.

H. Upon prior notice to and authorization of the Township Manager, no more than two (2) Union representatives shall be permitted as members of the grievance committee 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 or require the recall of off-duty employees.



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

## **ARTICLE THIRTEEN**

### **DISCIPLINE**

A. The parties recognize the concept of progressive discipline. Discipline may include any or all of the following:

- |                            |                       |
|----------------------------|-----------------------|
| 1. Verbal reprimand.       | 2. Written reprimand. |
| 3. Suspension without pay. | 4. Termination.       |

B. The Township may utilize any or all of the above types of discipline depending upon the severity and/or the repetitive nature of the conduct to be disciplined.

C. Employees shall receive an employee interview with his/her Division Manager/ Department Head whenever disciplined. The type and results of the interview, along with any employee response, shall be recorded and placed in the employee's personnel file. An employee shall be entitled to Union representation at the interview. However, the scheduled interview shall not be delayed except by mutual consent.

## **ARTICLE FOURTEEN**

### **HOURS OF WORK AND OVERTIME**

A. All full-time bargaining unit employees shall continue to work the same number of normal work day hours per week as they presently work.

B. The work week shall consist of seven (7) consecutive days beginning at 12:01 am Monday and ending at 12:00 midnight Sunday. The work day shall be the period of twenty-four (24) hours starting and ending at midnight, except in communications where the work week shall continue as present practice.

C. Non-shift employees shall work five (5) consecutive days, Monday through Friday, starting at 8:30am. All employees shall be scheduled to work seven (7) hours during a work day, and thirty-five (35) hours per work week.

D. Rotating shift employees on the night shift who lose one hour of work due to change from standard to daylight savings time shall be given the opportunity to make up that hour.

E. Upon notice, starting and stopping times, lunch breaks and days of work may be modified by mutual agreement between the employee and the Township

F. The Township, in its sole discretion, may install time clocks for the employees to “punch in” and “punch out” at their respective starting and stopping times, including lunch break.

G. All time work performed outside of the normal seven (7) or eight (8) hours which ever may be applicable, per day, shall be considered overtime and shall be paid for at the rate of time and one-half the regular hourly rate of pay. Double time shall be paid for all hours worked on the seventh consecutive day of work. Time worked shall be considered as any time off duty with pay, except sick leave. Overtime shall be compensated in one-quarter (1/4) hour units, fractional portions being counted as a full quarter (1/4) hour. Overtime shall be held to within classification where possible.

H. An employee may request compensatory time off in lieu of pay. The rate of compensatory time will be at the same rate as paid time. An employee shall be able to accumulate a “bank” of a maximum of **80** hours compensatory time for employees working 7 hours per day and **90** hours for employees working 8 hours per day, to be taken as scheduled and mutually agreed to by the employee and his/her immediate supervisor. If the employee cannot or does not use the accumulated compensatory time off by the end of the next calendar year, he/she shall be paid for said time at the rate of one and one-half (1-1/2) times his/her regular base rate of pay.

I. Comp time can be accrued by regular part time employees. Only one (1) week can be accrued in any given year and it must be utilized before the end of that year or it is lost. Comp cannot be carried over from year to year. Only one (1) week worth of part time hours can be accrued for part time employees.

J. There shall be no pyramiding of overtime payments.

K. No employee shall be required to work more than fourteen (14) to sixteen (16) continuous hours, depending upon their normal shift of hours. Any employee working above fourteen (14) to sixteen (16) continuous hours shall receive a seven (7) to eight (8) hour rest period (depending upon which regular shift the employee works) without compensation. However, if this rest period includes any time within the employee’s regular scheduled work day, he/she shall receive his/her normal compensation for that time.

L. Overtime opportunities shall be distributed as equitably as possible and all overtime refusals shall be credited as time worked for purposes of overtime eligibility. All individual departments shall maintain and post an overtime list.

M. If any employee is recalled to duty, either before the beginning or after the completion of his/her normal shift, he/she shall receive a minimum guarantee of three (3) hours compensation at the overtime rate, except for the court clerks, who shall receive the minimum only, for the first time he/she is called out on a given day. The minimum pay provision does not apply to prearranged scheduled overtime. The minimum guarantee shall apply provided said recall is not contiguous with the employee's normal work day. The Township shall have the right to retain the employee on duty for the minimum time period.

N. All overtime must be approved in advance by the Division Manager/Department Head and the Township Manager (excluding emergency situations).

O. The township shall by April First (1) of each year provide to each bargaining unit member a statement listing their unused paid leave as of December 31 of the preceding year.

P. All on call employees will be compensated as follows:

Monday through Thursday: One (1) hour at time and one half rate of pay for being on call each day.

Friday 3:30 p.m. to Monday 7:00 a.m.: Eight (8) hours at time and one half of pay for being on call.

## **ARTICLE FIFTEEN**

### **TEMPORARY ASSIGNMENTS**

A. Any bargaining unit employee temporarily assigned to a classification having a higher wage scale for a period in excess of ten (10) days, shall receive the pay rate of that higher classification starting on the eleventh (11) work day, retroactive to the first day worked in that higher classification. Paid time off shall not be considered a work day for the purpose of this section.

B. Any bargaining unit employee temporarily assigned to a classification not covered by this agreement having a higher wage scale for a period in excess of ten (10) days, shall receive the pay rate of the higher classification starting on the eleventh (11) work day. The rate of pay shall be the entry-level rate for the higher classification retroactive to the first day (except for Titles whose job descriptions require them to perform the duties of the higher classification). Paid time off shall not be considered a work day for the purpose of this section.

C. When an employee is to be compensated to section A and B above, he/she shall be placed on the Salary level in the appropriate job category which provides a salary closest to the employee's present salary, but no less than the employee's present salary.

## ARTICLE SIXTEEN

### HOLIDAYS

A. All full-time probationary and permanent employees shall receive the following holidays:

|                         |                        |
|-------------------------|------------------------|
| New Year's Day          | Labor Day              |
| Martin Luther King Day  | Columbus Day           |
| President's Day         | Veteran's Day          |
| Good Friday             | Thanksgiving Day       |
| Memorial Day            | Day after Thanksgiving |
| 4 <sup>th</sup> of July | Christmas Day          |

B. If a holiday falls on a Sunday, it shall be observed on the following Monday. In the event that a holiday falls on a Saturday, it shall be observed on a Friday.

C. When an employee is called upon to work on such designated holiday, during normal work hours they shall be paid, two times their regular rate of pay for all hours worked on such holiday.

D. When an employee is called upon to work on such designated holiday, outside normal work hours they shall be paid, two times their regular rate of pay for all hours worked on such holiday.

E. In the event a legal or official holiday occurs while an employee is on sick leave, he/she shall not have such holiday charged against his/her sick leave. A call out the day before or the day after a holiday will have to have a doctor's note for payment of holiday.

F. In the event a legal or official holiday occurs during an employee's vacation leave, he/she shall not have such a holiday counted as a day of his/her vacation, but he/she shall be entitled to a substitute day of vacation leave.

G. If a regular part-time employee is normally scheduled to work on a holiday, and is not required to work on the holiday, he/she shall receive his/her regular pay for that day.

H. In dispatch for purposes of overtime on a holiday the holiday will be observed on the actual holiday.

I. In dispatch dispatchers will have the option to get paid or take a day off for each of the twelve (12) holidays regardless of the day they fall on. Payment will be made in the first pay in November for any unused holiday days throughout the year. Rate of pay will be at straight time.

**ARTICLE SEVENTEEN**

**JOB POSTING**

A. If the Township determines the need to fill a vacancy in classifications covered by this agreement, written notice of the opening, indicating the position, pay rate and necessary qualifications shall be posted on the Union Bulletin Board for a period of seven (7) working days. Any employee covered by this agreement may signify to the township in writing during that period an interest in being considered for the opening. The Township shall make its selection from the employees who applied on the basis of its judgement of the qualifications, skill and ability and personnel record of those applying, given preference to the senior applicant. If no employee covered by this agreement has applied or the township determines that no applicant had appropriate qualifications, the vacancy may be filled by other means.

B. Any employee promoted so as to assume additional responsibilities or duties in a classification having a higher salary range, shall be increased to the minimum of the new salary range or by five (5%) percent of their present salary range, whichever is higher.

**ARTICLE EIGHTEEN**

**PERSONAL DAYS**

A. Full time permanent employees shall be entitled to three (3) days a year of leave for personal, business, household or family matters described in this section and shall be non-accumulative.

B. Probationary employees shall accrue one (1) personal day for every four (4) complete months of service and shall continue to accrue personal days on the same basis after they are made permanent until the end of the calendar year in which they became a permanent employee. Thereafter, they shall accrue personal days pursuant to section A. 1. above. Probationary employees shall be entitled to use accrued personal days during their probationary period.

C. Regular Part-time employees shall not be entitled to personal days.

D. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work of day.

E. Personal, household or family refers to matters when an employee's absence from duty is necessary for the welfare of the employee or his family.

F. Employees who wish to take a personal day must submit the Galloway Township Employee Request for Time Off form to their immediate supervisor. Requests for Personal days must be submitted forty-eight (48) hours in advance except where emergency circumstances prevent the employee from doing so.

G. Personal days may be taken any time during the year.

H. Personal days will not be deducted from vacation, holiday or sick leave.

I. An employee who terminates his employment with the Township, or whose employment is terminated with the Township, shall be entitled to personal days on a pro-rated basis.

## ARTICLE NINETEEN

### VACATION

A. An employee during his/her probationary period shall not be entitled to take any vacation time.

B. An employee shall be entitled to accrue one (1) working day vacation for each month up to ten (10) days for service up to and including December of the year in which the employee completed his/her probationary period. While an employee is within his/her probationary period, vacation time will accrue, but may not be taken. If an employee leaves either during or upon the expiration of his/her probationary period, he/she shall not be entitled to any time off or compensation for vacation time accrued during the employee's probationary period.

C. An employee shall be entitled to paid vacation according to the following schedule:

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| YEARS OF SERVICE                                    | NUMBER OF VACATION DAYS                  |
|---|--|
| <u>UP TO 1 YEAR</u>                                 | <u>6 WORKING DAYS (new hires after )</u> |
| <u>2<sup>ND</sup> THROUGH 5<sup>TH</sup> YEAR</u>   | <u>12 WORKING DAYS PER YEAR</u>          |
| <u>6<sup>TH</sup> THROUGH 10<sup>TH</sup> YEAR</u>  | <u>14 WORKING DAYS PER YEAR</u>          |
| <u>11<sup>TH</sup> THROUGH 19<sup>TH</sup> YEAR</u> | <u>20 WORKING DAYS PER YEAR</u>          |
| <u>20 YEARS THROUGH 24 YEARS</u>                    | <u>23 WORKING DAYS PER YEAR</u>          |
| <u>25 YEARS AND UP</u>                              | <u>25 WORKING DAYS PER YEAR</u>          |

D. Employees may not use more than thirty (30) days within one (1) year. As per Ordinance 1068 of 1991, vacation time accumulated through 12/31/91 shall continue to be credited to employees. Vacation time earned on or after 1/1/92 may be carried over for one year. Those vacation days, if unused will be lost unless extended by the Township Manager with Department Head recommendation. Vacation days remaining upon retirement will be paid to the employee at the rate of pay at the time of retirement. The method of payment shall be determined on a case by case basis by the Township Manager. Payment may be made in one lump sum if feasible and requested by the employee one (1) year before retirement. The maximum payment schedule shall be six (6) equal monthly installments paid to the employee.

E. A vacation period shall consist of no less than three (3) consecutive work days. Vacation periods of less than three (3) days may be taken upon approval and within the sole discretion of the Department Head.

F. Requests for vacation leave shall be submitted by the employee in writing to the Department Head at least three (3) weeks prior to the requested vacation, except in cases of emergency. Request for individual vacation days may be made providing employee gives seventy-two (72) hours notice prior to the requested vacation day. Approval or denial of said request must be done within seventy-two (72) hours of receipt of application.

G. Vacation leaves shall be scheduled to eliminate, as far as practicable, the necessity of engaging temporary personnel to perform the duties of the vacationing employee.

H. No changes in vacation leave schedules shall be permitted without the consent of the Department Head.

I. All vacations shall be subject to adjustment by the Township on the basis of emergency only.

J. Vacation requests submitted to the Department Head in writing prior to March 15 of each year shall be granted on the basis of seniority, except where the senior person or persons submitting the vacation request have certain expertise within the department precluding vacation being granted at the time requested. Vacation requests submitted after March 15 of any calendar year shall be granted on a first-come, first-served basis.

K. Any month in which an employee is absent for more than fifty percent (50%) of his/her scheduled work days in any given month, due to disciplinary suspension, or absence without pay, said employee shall not accrue any vacation time for that month.

L. Regular Part-time employees (those employees who work 25 hours or more shall be entitled to accrue vacation time based upon their number of hours worked as proportionate to the maximum number of hours worked by any full-time working in their department.

M. An employee who terminates his/her employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rated basis.

## **ARTICLE TWENTY**

### **LAYOFFS**

A. If a layoff occurs, employees being laid off shall have the right to bump other employees within the same classification within the same department in order of seniority.

B. The last employee bumped within the department shall have the right to bump a less senior employee within the same classification within the Township, if the employee wishing to bump is qualified to do the work of the employee bumped.

C. Employment within the same classification shall not automatically make an employee qualified to do the work of any other employee within the same classification.

D. An employee being laid off shall have the right to bump another employee in a lower job classification provided the employee has the necessary skill, ability and licenses/certifications required to perform the required work.

E. The Township agrees to meet and confer with the Union at least thirty (30) days prior to any layoffs to discuss the affects of the layoffs.

F. An employee of the Township who, is laid off shall receive payment for unused sick leave at the rate of fifty percent (50%) reimbursement for said days not to exceed \$10,000.00 The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of separation of service.

## **ARTICLE TWENTY-ONE**

### **PERSONNEL FILES**

A. The Township shall establish personnel files or confidential records, which shall be maintained under the direction of the Township.

B. Employees covered under this Agreement may, by reasonable request during normal business hours, review in the presence of an individual designated by the Township or his/her designee any written evaluation reports or written complaints which may be contained in his/her personnel file.

C. Whenever a written complaint or disciplinary report or action concerning an employee is placed in his/her personnel file, a copy shall be furnished to him/her and he/she shall be given the opportunity to rebut same in writing if he/she so desires.

## **ARTICLE TWENTY-TWO**

### **MEAL AND TRAVEL ALLOWANCES**

A. Any employee required to work more than three (3) hours beyond their regular scheduled eight (8) or seven (7) hour shift shall be provided a dinner allowance up to \$10.00. Employees will be entitled to an additional meal after six (6) hours of continuous work. Dinner time is defined as 4:00PM to 12:00PM, Employees called in on an emergency prior to 6:00 a.m. shall be provided a breakfast allowance not to exceed **\$8.00**.

B. All employees at the end of their shift who are required to stay overtime are permitted to take a fifteen (15) minute break.



C. Employees receiving prior approval to attend conventions, conferences, seminars, training sessions or other meetings, either required by the Township or in the performance of their official duties for the Township, shall receive per diem travel expenses, hotel lodgings, meal allowance and incidental expenses related thereto as approved in advance in writing by the Township.

D. Whenever, an employee is required by the Township to use his/her personal vehicle for Township business, he/she shall be reimbursed at the rate of the United States Government Internal Revenue Service equivalent on allowance per mile for work-related automobile use. This rate shall be fixed annually on January 2 of each year. The Township shall make every effort to provide a Township vehicle for Township business use.

E. The Deputy Director and Project Coordinator Titles will continue to be provided with a Township vehicle.

### **ARTICLE TWENTY-THREE**

#### **SHOP STEWARD / PRESENCE OF INDIVIDUALS**

A. Shop Steward:

1. The International Brotherhood of Electrical Workers Union Local #210 shall appoint an employee of the Township of Galloway and member of local union #210 as the Shop Steward for the duration of this agreement and in his/her absence, another Local Union #210 Township of Galloway employee as the alternate Shop Steward and they shall be granted all the rights and privileges of that position.

B. Presence of Individuals:

1. The Shop Steward or his/her alternate whose presence is required in a grievance procedure, shall be released from work without loss of pay for such purpose. Any individuals employed by the Township reasonably required as a witness in arbitration proceedings under this Agreement shall be made available during working hours without loss of any pay. The Township will allow a maximum of two employees to serve on future negotiations with the township of Galloway without loss of pay or seniority. If meetings go beyond normal hours of work there will be no type of compensation.
2. Any time off by employees of the Township to attend to union business that does not affect the working environment of the members employed by the Township of Galloway will be without pay and without loss of seniority and will be based on staffing needs of the Township. Union Employees and Union Representation will utilize their own time for Union meetings, seminars, conventions, etc.

**ARTICLE TWENTY-FOUR**

**EMPLOYEE QUALIFICATIONS**

- A. If an employee loses his/her driver's license or for any reason is no longer qualified for his/her present position with the Township, the township shall attempt to place the employee in another position, if a vacancy exists and the employee is qualified to perform the job duties of this position.
- B. Inspectors shall be appointed for the time periods as specified by the Uniform Construction Code.
- C. Employees shall recognize their employment with the Township as their primary employment and shall not let any outside employment interfere with their primary employment with the township.
- D. The employee shall inform his/her Department Head of any outside employment, including the name and address of the employer.

**ARTICLE TWENTY-FIVE**

**EMPLOYEE EVALUATION**

- A. All full-time permanent employees shall be evaluated by the Department Head.
- B. After the evaluation is made by the Department Head, it shall be reviewed privately with the employee and forwarded to the Township Manager. The employee will receive a copy of his/her evaluation form and shall have the opportunity to review it with the Manager after their review with the Department Head. These evaluation forms will become a permanent part of the employee's personnel record.
- C. After the employee has reviewed his/her evaluation form and has had the opportunity to review it with the Manager, after their review with the Department Head, the employee shall have the right to respond, in writing to the employment evaluation if he/she so desires.
- D. If the employee is dissatisfied with the evaluation, he/she shall have the right to grieve the evaluation.

**ARTICLE TWENTY-SIX**

**TERMINAL LEAVE**

- A. An employee who retires shall be entitled to receive payment for unused sick leave accrued before December 31, 1991 at a rate of one hundred (100%) percent. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of retirement. This payment is to be made in the month of January following retirement.

B. An employee shall be entitled to payment for all unused sick leave accumulated after 12/31/1991 upon retirement at a rate of fifty (50%) percent reimbursement for said days not to exceed \$10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of retirement. Payment to be made in the month of January following retirement.

C. An employee who resigns in good standing or who retires pursuant to the Public Employee Retirement System with a minimum of ten (10) years continuous years of service as a permanent full-time employee of the Township shall receive payment for unused sick leave at the rate of fifty (50%) percent, reimbursement for said days not to exceed \$10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of resignation or deferred retirement. This payment is to be made in the next payroll period following resignation or deferred retirement.

D. In the event an employee dies while employed by the Township, the Township will pay to the employee's estate, payment for unused sick leave at the rate of fifty (50%) percent reimbursement for said days not to exceed \$10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of death, regardless of the number of years of service.

E. In the event an employee dies in the line of duty before retirement, the Township will pay to the employee's estate an amount equal to one-half (1/2) of accumulated sick time. "Line of duty" is defined as normal working hours including overtime.

## **ARTICLE TWENTY-SEVEN**

### **MILITARY LEAVE**

A. Military leave will be granted in accordance with New Jersey State Statues.

B. Employees shall be required to notify their Department Head and the Chief Financial Officer at least two (2) weeks in advance of the required leave. An employee's pay will be withheld until a copy of his/her orders are supplied to both the Department Head and the Chief Financial Officer in order to verify the employee's eligibility for leave. The employee shall receive their full pay from the Township and shall sign over to the Township's Chief Financial Officer all monies received for military service except payment for rental, travel and subsistence.

## ARTICLE TWENTY-EIGHT

### LEAVES OF ABSENCE WITHOUT PAY

- A. A permanent full-time employee may be granted leave without pay for a period not exceeding three (3) months during a calendar year for specific personal reasons, or other reasons deemed in the best interests of the Township when recommended by the Department Head and approved by the Township Manager.
- B. Applications for leave without pay must be submitted twenty (20) days in advance, in writing to the employee's Department Head, stating the employee's reason for requesting such leave and containing a statement that he/she intends to return to the Township's service after the expiration of such leave.
- C. Employees may not be gainfully employed during the period of such leave.
- D. Falsification of the reason for leave, or failure to return at the expiration of the leave, may/will be considered reason for discharge.
- E. Maternity Leave:
1. See Family and Medical Leave Act below.
  2. Upon written request and certification from the employee's physician that additional time is needed, the Township, in its sole discretion, may extend maternity leave beyond three (3) months.
- A. During the period of a leave of absence without pay, an employee shall not continue to accrue seniority, but shall not lose any seniority already accrued.
- G. Family and Medical Leave Act:
1. Eligible employees wishing to take Family or Medical Leave may do so under the provisions of the New Jersey and federal Family and Medical Leave Acts.

## ARTICLE TWENTY-NINE

### JURY DUTY

- A. Any permanent full-time employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court shall receive full pay from the Township and shall sign over to the Chief Financial Officer of Galloway Township all monies received for services, excluding mileage reimbursement, on such jury to the following requirements:
1. The employee must notify his/her supervisor immediately upon receipt of a summons for jury duty.

2. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the Township.
3. When jury duty is completed prior to 12p.m., the employee is required to report to work. If employee does not report to work pay for that day will be forfeited.
4. No employee is attending jury duty during vacation and/or other time off from Township employment.
5. The employee must show adequate proof of all time served on the jury and the amount received for such service.

### ARTICLE THIRTY

#### UNIFORM ALLOWANCE

- A. All uniforms worn as a job requirement will be provided or paid for by the Township. **If required by the Township full time dispatchers will be provided five (5) long sleeve, five (5) short sleeve and five (5) pants annually. Part time dispatchers will be provided two (2) long sleeve, two (2) short sleeve and two (2) pants annually.**
- B. The Township agrees to provide all Assessors and Code Enforcement personnel with hard hat, gloves, safety glasses, rain coats/pants and galoshes.
- C. **If The Township requires Deputy Directors of Public Works to wear uniforms they shall provide a payment of \$450.00 annually.**

### ARTICLE THIRTY-ONE

#### CONTINUING EDUCATION

- A. When the township requests or requires an employee to take a course and designates the course to be taken, the Township shall pay for any tuition fees, book costs or other direct out-of-pocket expenses incurred in the completion of said course, upon submission of written verification of expenses and satisfactory completion of the course.
- B. The Township shall pay all costs associated with obtaining and maintaining required certifications and licenses if approved by the Department Head.
- C. Employees shall be released from work time without loss of pay to attend any courses required by the Township or legally required for license renewal if approved by their Department Head. If an employee must take a course after work hours the employee will not receive pay or comp time.

D. Course and certification premium:

1. Public Works Department: Certified Public Works Managers course will receive \$50.00 per class paid annually in a separate check. Once certification has been received they will receive \$500.00 annually in a separate check.
2. Employees required by job description to hold a certification will not be entitled to additional compensation.
3. If an employee leaves employment and is hired at another job that utilizes their certification within five (5) years of the certification being paid by the Township the employee agrees to pay back the cost of the course prorating over a five (5) year period as follows: one (1) year 100%, two (2) years 80%, three (3) years 60%, four (4) years 40% five years 20%. The employee will have three (3) months to pay back the course monies.

**ARTICLE THIRTY-TWO**

**SICK LEAVE**

A. Sick leave is hereby defined to mean absence from post of duty by an employee by reason of personal illness accident or exposure to contagious disease. Sick leave may also be used for short periods because of attendance of the employee upon his/her spouse, child or other member of his/her immediate family living in the employee's household who is seriously ill and requires the attendance of the employee.

B. All full-time employees covered by this Agreement shall be granted sick leave with pay. Sick leave is earned at a rate of one (1) day per month of service the first calendar year of employment.

C. Sick leave is earned at a rate of one and a quarter (1.25) days for every month of employment for every year thereafter for a yearly total of fifteen (15).

D. Sick leave not used during any calendar year shall be entitled to an employee's credit from one year to the next. An employee shall be entitled to utilize any or all accumulated leave if and when needed.

E. Regular Part-time employees those working twenty-five (25) hours or more shall accrue and be entitled to sick days based upon their number of hours worked as proportionate to the number of hours worked by full time employees.

F. As per Ordinance 1068 of 1991, an employee is entitled to payment for all sick leave accumulated prior to 12/31/1991 at a rate of 100% upon retirement. An employee shall be entitled to payment for all unused sick time accumulated after 12/31/1991 upon retirement at a rate of fifty (50%) percent up to \$10,000.00. Payment to be made in the month of January following retirement. Township employees after 5/1/1991 and thereafter employed with the Township for ten (10) or more years who resign or take a Deferred Retirement according to the provisions set forth in Ordinance 1068 of 1991,

shall be entitled to fifty (50%) percent of all accumulated sick leave not to exceed \$10, 000.00. Employees terminated for just cause before retirement shall forfeit all accumulated sick leave.

G. In order to receive compensation while absent on sick leave, an employee shall report his/her absence at least three (3) hours for communications, and at least one (1) hour for all other bargaining unit employees prior to the start of his/her shift where possible, except where emergency circumstances prevent the employee from doing so. In those circumstances, the employee shall report his/her absence as promptly as possible. Failure to so notify may be cause of denial of the use of sick leave for that absence, and constitute cause for disciplinary action.

H. An employee's supervisor may require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the supervisor. If the Township requires a physical examination, it shall be performed by a physician selected by the Township and at Township expense.

I. Any employee who shall be absent from work for three (3) or more consecutive working days for sick leave or leave in attendance of a member of the employee's family as determined in Section A of this Article or for more than seven (7) working days of at least two (2) occurrences in any calendar year, shall be required to submit acceptable medical evidence substantiating the illness and where necessary, substantiating the necessity of the employee attending to a family member determined in Section A of this Article. Any day for which acceptable medical evidence substantiating the illness has been submitted shall not be counted towards the seven (7) days enumerated above.

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

K. In case of sick leave due to a contagious disease, a certificate is required from a valid health agency.

L. Lack of notification within five (5) working days will be considered as termination of employment.

M. A physicians certificate will be required for absences of three (3) days or more.

N. Employees will receive \$250.00 for perfect attendance annually.

### **ARTICLE THIRTY-THREE**

#### **INJURY LEAVE**

A. When an employee is injured on duty during the regularly scheduled working hours, he/she will be entitled to Workers Compensation benefits as set forth by New Jersey Statue (N.J.S.A. 34.15).

**ARTICLE THIRTY-FOUR**

**FUNERAL LEAVE**

A. In case of death in the immediate family of an employee, the employee will be given up to five (5) working days leave of absence with pay. Immediate family shall include spouse and children, mother or father, father-in-law, mother-in-law, grandparent, sister or brother, grandchildren, daughter-in-law, son-in-law of employee, step mother, step father and legal step children.

B. In case of a death in the family of an employee, the employee will be given up to three (3) working days leave of absence with pay. Family shall include aunt and uncle.

C. Upon recommendation of the Department Head and approval by the Township Manager, additional time may be granted pursuant to this Article where circumstances justify such an extension, however, the extended time will utilize sick, personal or vacation time of that individual.

**ARTICLE THIRTY-FIVE**

**HEALTH BENEFITS**

A. The Township of Galloway provides health insurance for all employees. Employees have options for coverage and they are:

- |                             |                         |
|-----------------------------|-------------------------|
| 1. Employee only.           | 2. Employee and Spouse. |
| 3. Employee and child(ren). | 4. Family Coverage.     |

B. The insurance the Township offers include:

- |             |                  |
|-------------|------------------|
| 1. Medical. | 2. Dental.       |
| 3. Vision.  | 4. Prescription. |

C. The co-pay for prescription **generic drugs will be \$5.00 and name brand will be \$10.00.**

D. The Township reserves the right to make changes to these insurance coverage's in accordance with applicable statues and regulations. The Union Local shall receive prior notice of any such changes.

E. All full-time permanent and regular part-time employees those working twenty-five (25) or more hours per week will receive full health benefits.

F. If an employee opts not to have health insurance coverage they may receive a yearly one lump sum of three (3) thousand dollars paid the first pay period in November. Should an employee leave employment prior to years end they will be pro-rated for time employed.



**G. Employees who opt to receive health care coverage from the Township agree to pay the required amount per New Jersey State Statute (currently 1.5% of pay). No additional contribution will be required except as provided by law as a result of a change to the current statute.**

## **ARTICLE THIRTY-SIX**

### **BULLETIN BOARDS**

A. The Township agrees to furnish bulletin board space to be used exclusively by the Union. That space to be no more than an area of four (4) feet by three (3) feet located in all Municipal Buildings where IBEW Local 210 members work.

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

C. The Township may remove from the bulletin board any material, which does not conform with the intent of the above provisions of this article.

D. When a position/vacancy is to be filled by the Township for any position covered by this Agreement, the Township shall give written notice posted on the Union bulletin board, at least five (5) working days prior to the date of application being closed. The notice shall contain the following format:

- |                               |                                 |
|-------------------------------|---------------------------------|
| 1. Date of Posting.           | 2. Date of Application Closure. |
| 3. Position Title.            | 4. Description of Position.     |
| 5. Requirements for Position. | 6. Application Instructions.    |

## **ARTICLE THIRTY-SEVEN**

### **PAY DAY**

A. The normal payday for employees shall be as present practice (Fridays). Pay will be distributed at established locations for the various departments.

**ARTICLE THIRTY-EIGHT**

**SHIFT DIFFERENTIAL**

- A. Full time Dispatchers shall receive a shift differential of .50 cents per hour for all hours worked between 4:00 P.M. to 12:00 Midnight.
- B. Full time Dispatchers shall receive a shift differential of \$1.00 per hour for all hours worked between 12:00 Midnight to 8:00 A.M.
- C. Shifts shall be identified as 12:00 Midnight to 8:00 A.M., 8:00 A.M. to 4:00 P.M. and 4:00 P.M. to 12:00 Midnight.

**ARTICLE THIRTY-NINE**

**WAGES**

- A. The Township agrees to make effective the following wage increases for all classifications covered by this agreement:

|                  |             |
|------------------|-------------|
| Effective 1/1/11 | <b>0%</b>   |
| Effective 1/1/12 | <b>1.0%</b> |

- B. The Township agrees that if future contract negotiations go beyond the expiration date that retroactivity will be paid to employees covered by this agreement.
- C. The Township agrees that the starting salary of any new employee will not be more than the lowest paid current employee in the same Title.
- D. **The Township agrees that there shall be no further furlough days required for 2011. In addition the Township may impose up to twelve (12) furlough days in 2012 if financial reasons dictate. All employees with the exception of Police Dispatch titles will have the option of taking the furlough days or the employee may elect to take the equivalent dollar value in the form of an additional pre-tax medical contribution. Employees in Police Dispatch will be required to take any required furlough days only in the form of a pre-tax medical contribution.**
- E. **The Township agrees that there shall be no layoffs of any bargaining unit employees for years 2011 and 2012.**

**ARTICLE FORTY**

TERM OF AGREEMENT

This Agreement shall become effective January 1, **2011** and shall remain in effect through December 31<sup>st</sup>, **2012** and from year to year thereafter, unless at least sixty (60) days prior to any current expiration date, either of the parties hereto notifies the other party at interest, in writing, of its desires to amend or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto affixed their signatures.

Township of Galloway

IBEW LOCAL UNION 210

By: \_\_\_\_\_  
Township Manager

By: \_\_\_\_\_  
Business Manager

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Committee Secretary

NEGOTIATING COMMITTEE: NEGOTIATING COMMITTEE:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE OF SIGNATURES

\_\_\_\_\_

## SUPERVISOR'S UNIT

| CATEGORY   | TITLE  |
|------------|--|
| A \$60,000 | Construction Official<br>Tax Assessor<br>Tax Collector/Comptroller<br>Director of Communications*                        |
| B \$55,000 | Deputy Director*<br>Project Coordinator*   |
| C \$50,000 | Court Administrator<br>Community Services Director<br>Senior/Social Services Director<br>Community Education Director    |
| D \$45,000 | Assistant Director Community Development<br>Administrative Office Manager  |
| E \$39,000 | Deputy Tax Collector<br>Deputy Court Administrator<br>Deputy Tax Assessor<br>Assistant Communications Supervisor*        |
| F \$35,000 | Deputy Court Administrator (non-certified)<br>Deputy Tax Assessor (non-certified)<br>Postmaster<br>Supervisor of Records |

\*40 hr week employee

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