

AGREEMENT  
BETWEEN  
TOWNSHIP OF WALL, NEW JERSEY  
AND  
COMMUNICATION WORKERS OF AMERICA  
LOCAL 1038

JANUARY 1, 2011 THROUGH DECEMBER 31, 2015

## I - Recognition

In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated January 25th, 1991, the Township of Wall recognizes the Communications Workers of America (CWA) Local 1038, as the exclusive collective bargaining agent in all matters pertaining to wages, hours of work and other terms and conditions of employment, for all full-time and part-time regularly employed hourly employees employed in the Department of Public Works which includes the Divisions of Roads/Building and Grounds, Sanitation, Water/Sewer and Recreation, Operations and Dispatchers in Wall Township, but excluding all Managerial executives, confidential employees including the Administrative Clerk to the Superintendent, supervisory employees within the meaning of the Act, including Superintendent of the Department of Public Works, foremen and assistant foremen of the Divisions of Roads/Building and Grounds, Sanitation, Water/Sewer and Recreation, Operations and Dispatchers and the licensed water and sewer operator, professional employees, craft employees and all other employees employed by Wall Township.

## Article II - Union Security and Checkoff

The Township, for each of its employees in the bargaining unit who individually, in writing, authorizes the Township to do so, will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for such employee's membership in the Union.

Such monies together with record of deductions and any corrections shall be transmitted to the Union office in a timely fashion. Such deductions may be made on a bi-weekly basis, however in no event shall the Township be required to remit such monies to the Union office more than once in each calendar month. 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 days prior to the effective date of such change.

The Union will provide the necessary "check-off Authorization" form acceptable to the Township, and the Union will secure the signature of its members on the forms and deliver the signed forms to the Township Administrator.

Subject to applicable law, any employee may withdraw the above authorization by individual notice in writing, mailed to the Township and the Union.

"The withdrawal of Authorization shall become effective on the next January 1st or July 1st following the receipt of such withdrawal in conformance with N.J.S.A. 52:14-15.9 (E)".

The Union shall have no right or interest whatsoever, in any money authorized withheld until such money is actually withheld.

The Township or any of its officers and employees shall not be liable for any reasonable delays in carrying out such deductions and upon forwarding a check in payment of such deductions by mail to the Union's last known address, the Township and its officers and employees shall be released from all liability to the employee - assignors and to the Union under such assignments.

### AGENCY SHOP CLAUSE

#### A. Representation Fee

The Township agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the

majority representative after written notice of the amount of the fair share assessment is furnished to the Township.

B. Computation of Fair Share Fee

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five (85 percent) of the regular membership fees, dues, and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or expenses of a partisan political or ideological nature only incidentally related to the terms and conditions of employment.

C. Challenging Assessment Procedure

1. The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as provided in N.J.S.A. 34:13A-5.6.

2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Township pending final resolution of the challenge.

D. Deduction of Fee

No fee shall be deducted for any employee sooner than:

a. The thirtieth (30th) day following the notice of the amount of the fair share fee;

b. The satisfactory completion of any probationary period;

c. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from reemployment lists.

E. Payment of Fee

The Township shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of this Agreement.

F. Union Responsibility

The Union agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

G. Miscellaneous

1. 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 fair share information furnished by the Union or its representatives.

2. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, and suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

### Article III - Union Representation

The Township shall not deny the Union the right to have two (2) employees leave their job to attend out-of-plant Union meetings or conventions, without loss of pay, up to a maximum of 35 hours, per employee, in a calendar year, subject to prior approval by the Township. Union Stewards will be allowed the use of facilities resources (telephone, copy machines, etc.) on a reasonable basis as determined and approved by the Steward's supervisor. Supervisors of stewards shall permit a reasonable amount of time away from normal duties to address and process legitimate union business. The determination of what is a "reasonable amount" of time is in the sole discretion of the supervisor and stewards must gain prior approval of the supervisor before doing such. Dispatchers shall be allowed to attend union meetings while on duty provided their shift is covered.

A duly authorized representative of the Union, designated in writing, after notice to the Administrator or Supervisor in charge, during reasonable business hours, shall be admitted to the premises for the purpose of ascertaining whether or not this agreement is being enforced, assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of the visit. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations, and, unless prior notification has been given to the Superintendent, such visits shall take place during the employee's off hours. (i.e.: work breaks or lunch hour). In the Police Department, representatives of the Union shall first make an appointment with Police Administration, before performing any walk through and then such shall be confined to the Dispatcher area. Other areas in the Police Department are open to "Authorized Personnel Only."

Dispatchers shall be allowed to attend Union meetings while on duty, provided their shift is covered, after gaining prior approval of the immediate supervisor, which shall not be unreasonably denied.

#### Article IV - Hours of Work and Overtime

A. The regular work day shall consist of eight and 1/2 hours (8-1/2) (including an unpaid one-half hour lunch break) and the regular work week shall consist of five (5) days - Monday through Friday. The normal schedule shall be 7:00 a.m. to 3:30 p.m., except during the months of January, February and March when the normal schedule may be modified by the Township.

The Township may alter the regular work week for employees (hired after January 1, 2006) or volunteer employees to include a maximum of two (2) employees on a Tuesday through Saturday workweek or a Sunday through Thursday workweek from May 1st through November 1st, for the general maintenance of the recreational ballfields and leaf pickup, and other duties mutually agreed upon between the Township and the CWA.

Two fifteen (15) minute rest breaks will be granted to each employee, each day, with one occurring in the morning and one occurring in the afternoon, such breaks shall be scheduled by the Township based on the workload of the particular day.

Time and one half (1-1/2) the employees regular straight time rate of pay will be paid for all hours worked in excess of eight (8) hours in any one day, forty (40) hours in any work week, and for all hours worked on Saturday, and/or Sunday.

Double time (2X) the employees regular straight time rate of pay will be paid for all hours worked on New Year's Day, Easter, Good Friday, Thanksgiving, the day after Thanksgiving and Christmas.

In order to provide for the necessary and efficient operation, Police Dispatchers will be required to work schedules providing 24 hour, seven days a week coverage. Their normal work schedule shall consist of (5) eight hour days or (4) ten hour days or any combination of days and hours not to exceed 40 hours per work week. Under normal conditions a meal break will be provided as part of the work day. If a dispatcher is called in when off duty, he will receive minimally four hours pay for work at the rate he normally would receive as if he had worked the four hours.

Changes in the overall existing daily or weekly work schedule for dispatchers, which may be necessitated for efficient operation of the workforce will, prior to the implementation of such changes, be provided to the union in writing. The union shall

have the right to submit written recommendations and to discuss the changes with the Chief of Police. These changes will be provided at least thirty (30) days prior to the implementation. This will not apply to an administrative change.

B. The normal work day in Sanitation shall commence at 6:30 a.m. and continue until all related sanitation work as determined by the Township, is completed, which shall constitute a full days work and shall be compensated as a full eight (8) hour day, even in the event such sanitation work is completed in less than eight hours. This provision shall not limit the Township's right to increase the sanitation pick-up schedule or routes if necessary.

On sanitation routes, employees shall have the option of taking a lunch break at any time after 9:00 a.m.

Hours worked in excess of forty (40) hours in any work week shall be compensated at the applicable premium rate. On double pick-up days only, hours worked in excess of eight (8) hours shall be compensated at the applicable premium rate.

The employee assigned to the rolloff truck shall be paid overtime based on hours worked in excess of eight hours per day.

C. For the purposes of calculating overtime, earned time off such as holidays, sick time, vacation, personal days, etc.; will be considered time worked.

Whenever practical, if work exists which requires overtime, that work shall be assigned to an employee under this Agreement.

Overtime work shall be distributed as equally as practicable among the employees in each department that are qualified to do the work.

This shall be accomplished by the Township maintaining a list of interested and qualified employees in each division, through which overtime assignments will be rotated. When employees from one Division are needed to work in another Division for overtime purposes only, the list will be utilized. The Supervisor of each Division will make weekend assignments known to the affected employee(s) by the end of the shift on Wednesday, or a refusal shall not be counted against such employee. Three refusals of overtime assignments within a twelve month period, will be cause for that



employee to be removed from the rotation list for a period of twelve (12) months from the last refusal.

Overtime work offered but refused, shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

"On Call" assignments in the Water Department shall be rotated on a weekly basis with such employee receiving four (4) hours time and one half for the week. Any hours actually worked shall be compensated at the applicable premium rate.

D. For Dispatchers, overtime will be offered via rotation to both full and part time employees.

E. Generally, use of sick leave will render an employee ineligible for overtime on the following day. However, use of sick leave will not make an employee ineligible for **emergency** overtime on the next day.

F. Employees on vacation are not eligible for overtime except in the case of emergency.

G. After each six (6) hours of continuous unanticipated overtime, a meal allowance of \$10.00 will be paid to the employee. This allowance will be paid for any overtime work due to an emergency or other situations that cannot wait until the next day. Such allowance does not apply to Dispatchers or regularly scheduled overtime such as, but not limited to, leaf pick-up and recycling center.

#### H. Part Time Employee Regulations

Part time employees are limited to manual labor duties only (i.e. shoveling, raking or similar tasks). Part time employees are forbidden from operating any type of machinery, equipment, heavy machinery/equipment, automated machinery/equipment or vehicle that is attached to or equipped as to operate for tasks such as plowing, leaf pickup, brush pickup, hauling, sanitation pickup, lawn maintenance or vactor operation or similar operations.

1. Part time employees may operate a vehicle for the sole purpose of transportation in the workfield (i.e. to and from worksite, reading meters).
2. Part time employees may be utilized during normal business hours which are Monday through Friday 7AM-3:30PM and shall work no more than 29 hours per week, except for those part time employees utilized at the recycling center.

3. Part time employees may be utilized to read water meters and or flush fire hydrants as to assist the water department during normal business hours.

## Article V - Call in and Snow Removal

Except as otherwise specifically provided in this Article, whenever an employee is called in to work outside his normal shift, he shall receive a minimum of two (2) hours work or pay at the premium rates.

If and when a 3-11 shift is filled for the water department, when an employee is called in to assist the worker on that 3-11 shift, that called-in employee shall receive a minimum of four (4) hours work or pay at the premium rate.

When an employee is required to work twelve (12) hours or more on any continuous work shift, he shall be granted a second meal break of one-half hour with no loss of pay; and shall be granted an additional one-half hour meal break with no loss of pay for each four (4) hours work thereafter. The meal break in this article shall not apply to dispatchers.

If an employee is called in to work overtime for a road emergency, i.e., snow plowing; sanding; etc., and this overtime period carries over into the regular work day, the employee shall be given the option of continuing his shift at the premium rate or accumulate compensation time at the same premium rate. The employee shall not be forced to punch out on the time clock as long as the road emergency still exists in order to break up the shift and avoid payment of premium rates.

If employees are called in four (4) or more hours prior to the regular shift, once the emergency ends, the employees may either:

(a) leave work and continue to be paid at straight time for the remainder of the regular shift; or

(b) remain at work at the appropriate overtime rate.

Compensation time may be accumulated up to a maximum of thirty-two (32) hours if called in or for emergencies which can not wait until the next day. This does not include regularly scheduled OT such as leaf pick-up, recycling hill or incidental OT. If overtime work contiguous to a normal shift requires more than 2 hours of work, the balance of time worked in excess of 2 hours may be taken as compensatory time. Compensatory time rules as to dispatchers will continue as with current system. A monthly report of an employee's accumulated compensatory time will be made available to the employee.

In the event an employee is on vacation, personal days, or birthday, and he agrees to come in for an emergency, his excused absence time will end and shall resume upon completion of the emergency. The employee will be paid at his usual hourly rate for time worked on such days for which he is called in on an emergency unless an alternate provision of this contract or law calls for another rate.

In the event of an emergency situation from forces of nature, i.e. snow, ice, hurricane etc., overtime will commence upon notification from management to report for duty, allowing a reasonable response time.

The Township will make all reasonable efforts to assure two (2) people on sanding operations.

## Article VI - Seniority

Seniority is defined to mean the accumulated length of continuous service, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence, or absence for a bona fide illness or injury certified by a physician.

An employee shall lose his seniority rights for any of the following reasons:

1. If an employee quits
2. If an employee is discharged for just cause
3. If an employee does not return to work within one week of being recalled from layoff.
4. If an employee is laid off for more than twelve (12) consecutive months.

The Township and the Union recognize and agree that seniority is a principle which gives preference to a senior employee in case of layoff, recall.

In case of layoff, seniority shall prevail with the least senior employee in the effected job classification laid off first. Such employee would than have the right to displace a less senior employee in the department of public works, provided he possesses the basic ability to perform the necessary work.

Recall shall be effected in the inverse order of seniority. Employees to be recalled shall be notified by certified mail to the employee's last known address. NO new employee shall be hired to a bargaining unit position until all laid off employees with seniority and the basic ability to perform the work, have been offered the opportunity to return to work.

The Township may maintain a list to fill shortages in manpower to cover sanitation. This list shall consist of the eight least senior non-sanitation employees and volunteers for the sanitation list who will be called on in rotating order for a maximum of eight (8) years.

## Article VII - Probationary Employees

New employees will be regarded as probationary for the first one hundred eighty (180) calendar days, during which time the Township can reprimand or discharge without being challenged by the Union. After 180 calendar days the probationary employee will be considered a permanent employee and shall be placed on the seniority list from the first day of starting work.

The Township will have the right to extend the probationary period another thirty (30) calendar days.

New employees will receive compensation at the grade 6 level after ninety (90) calendar days of employment.

New employees will not be eligible for personal days until after completion of the first 90 days of employment.

New employees will receive the clothing entitlement provided for permanent employees after completion of thirty days of continuous employment.

### Article VIII - Job Openings and Promotions

Whenever job openings or newly created jobs occur, notice of such position shall be posted for a period of one week in such place where employee notices are normally posted. Such posting shall set forth job description, rate of pay, shift, and requirements, if any. All employees regardless of grade may bid for positions posted by signing their name to the posting. The ultimate determination on any job bid, promotion or transfer shall rest with the Township.

Promotions, which may occur from time to time within this bargaining unit, will be posted for bargaining unit members to submit their qualifications for the position for consideration. Promotions will be based on qualifications for the position desired and seniority within the bargaining unit.

There shall be no loss in Grade for transfers, unless the position is newly created and budgeted at a certain grade.

## Article IX - Vacations

All employees covered by this agreement shall be entitled to annual paid vacation in accordance with the following schedule:

A. Employees shall not be entitled to vacation prior to their first anniversary date of employment. After attainment of the first anniversary, an employee shall be entitled to 10 days between the anniversary date and the end of that calendar year. Thereafter, up to and including the first calendar year in which the fourth anniversary of employment occurs, an employee shall be entitled to 10 days.

B. During the calendar year in which the fifth anniversary of employment occurs, up to and including the ninth anniversary of employment = 15 days.

C. During the calendar year in which the tenth anniversary of employment occurs, up to and including the fourteenth anniversary of employment = 20 days.

D. For employees hired prior to January 1st, 1991, during the calendar year in which the fifteenth (15) anniversary of employment occurs, up to and including the 19th anniversary of employment = 25 days.

E. For employees hired prior to January 1st, 1991, during the calendar year in which the 20th anniversary of employment occurs, and each year thereafter = 30 days.

Each employee shall submit a written request to his department head for approval of specific dates for use of vacation entitlement. In the event of a conflict in scheduling vacation, an employee's seniority shall determine preference. Employees submitting vacation requests after January 31st, shall not be entitled to "bump" less senior employees who submitted requests prior to January 31st.

Employees may carry over vacation for one month only, subject to approval of the department head.

Pre-payment of vacation pay may be made to employees during the week preceding vacation, provided that written request therefor, signed by the Department head, is received by the Personnel Department at least two weeks prior to the date the check is to be issued.

Vacation time may be taken in increments of one (1) day.



F. A monthly report of an employee's available vacation time will be made available to the employee.

G. An employee who uses no sick days in a twelve (12) month rolling period will be credited with an additional vacation day, to be utilized under the rules governing vacation days.

H. Allowing Vacation - Dispatchers: A request by a full time dispatcher for a vacation day on a shift where another full time dispatcher will be working will not be denied unreasonably.

## Article X - Holidays

All employees covered by this agreement, shall be entitled to the following paid holidays.

New Years Day	Martin Luther King Day
Presidents Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

One additional holiday to coincide with each individual employees birthday.

Should a holiday fall on Saturday it shall be celebrated on Friday. Should a holiday fall on Sunday, it shall be celebrated on Monday.

Whenever sanitation units are required to work on a recognized holiday, such employees will be guaranteed a minimum of five (5) hours work or pay at the time and one-half rate. Such assignments shall be rotated among the employees in accordance with the overtime rotation list. Double the employees rate of pay will be paid for all hours worked, with a guaranteed minimum of five (5) hours, on New Year's Day, Good Friday, Easter, Thanksgiving, the day after Thanksgiving and Christmas.

An employee absent due to illness on the day before or day after a holiday shall not be compensated for the holiday, unless the absence is excused by a doctor's certificate.

Police Dispatchers will work their assigned schedules regardless of recognized holidays. Each dispatcher will receive compensation at straight time rate for the (13) thirteen holidays recognized above for Public Works employees as well as Easter Sunday for a total of fourteen (14) holidays. The holiday pay for dispatchers will be included in base salary.

## Article XI - Personal Days

All employees covered by this agreement shall be entitled to four (4) personal days per calendar year. Except in cases of an emergency, the employee shall provide two (2) working days notice to his supervisor before using a personal day. Emergency use of personal days still requires approval of the Superintendent of Public Works or the Township Administrator which may be obtained through a phone call. Such requests shall not be unreasonably denied.

Personal days may be taken in two (2) hour increments, subject to the approval of the employee's supervisor.

A monthly report of available personal days will be made available to the employee.

Employees hired after 1/1/11 shall be entitled to two (2) personal days per year and be subject to the same provisions as above.

## Article XII - Sick Leave

All permanent full-time employees covered by this agreement, shall be credited with Sick Leave on the basis of one day per month of continuous service, with no maximum limit. Unused sick days may be accumulated from one calendar year to the next.

New hires shall receive credit for the month in which employment commences provided such employment commenced prior to the fifteenth (15th) of that month.

Upon separation in good standing from service, each permanent full-time employee shall be entitled to one-half day's pay, at the rate of pay in effect at the time of separation, for each full day of unused accumulated sick leave up to a maximum of 120 days accumulated sick leave, provided however, that the monetary compensation to be paid for unused accumulated sick leave shall not exceed \$7500.00 per employee.

The above provisions limiting the number of days of sick leave which may be accumulated and limiting the monetary compensation therefor, shall not apply to employees hired prior to 1-1-80. Such employees shall be entitled, at the time of separation, to one-half day's pay, at the rate of pay in effect at the time of separation, for each day each day of unused accumulated sick leave which the employee had accumulated as of November 1, 1990 up to a maximum of 250 days accumulated sick leave; not to exceed a maximum of \$15,000.00 monetary compensation. Such employees shall continue to be credited with one day of sick leave per month for actual use, however, such days accumulated after November 1, 1990 and not used, shall not be reimbursed at time of separation.

An employee out sick for three (3) or more consecutive days may be required to produce a doctor's certificate. In the event of a chronic or reoccurring illness, one doctor's certificate every six months shall suffice.

An employee who is certified as absent on account of a disability or accident caused in the usual hours of his employment and directly in the line of duty, shall not have such absence charged against this sick leave. Said absence shall be recorded as an "excused" absence with pay.

A monthly report of accumulated sick leave will be made available to the employee.

## Article XIII - Leave of Absence, Jury Duty, Bereavement, and Military Leaves

### A. Personal Leaves

Employees may be granted personal leaves of absence for periods of up to thirty (30) days at the discretion of the Township. Extensions thereof may be made by the Township.

### B. Jury Duty

Employees performing jury duty shall be paid for time served as juror in such amount as will compensate the employee for any loss sustained by the employee, being the difference between the amount of salary and juror's compensation for the days required in service as a juror.

### C. Bereavement Leave

In the event of a death of a parent, spouse or child of the employee, the Township will grant a four (4) day leave of absence with pay to the employee.

In the event of a death in the immediate family of an employee (brothers, sisters, grandparents, spouse's parents or grandparents of spouse), the Township will grant a three (3) day leave of absence with pay to the employee.

In the event of a death of an aunt, uncle, first cousin of the employee, the Township will grant a one day leave of absence with pay to the employee.

If the funeral of the relative is to be held outside of New Jersey, an additional two (2) days travel time may be granted upon receiving prior approval for the same from the Department Head. Each request for additional travel time shall be decided on its own merits and circumstances and shall not set a precedent.

Leave provided for herein must commence between the date of death and the funeral.

### D. Military Leave

Any Township employee who is a member of the National Guard or a reserve unit of a military service of the United States shall be entitled to military leave without pay during any mandatory training period or period of active military service which the employee may be required to perform by order of the service or unit of which he or she is a member.

In the event of call to active duty, employees shall maintain seniority and full re-employment rights upon return. The Township shall compensate the employee for the difference between his normal salary and his service pay.

If an employee in the bargaining unit is absent serving in the National Guard or any reserve unit for military service of the United States, he shall continue to receive health benefits and accrue seniority as if he never left for military service.

Military leave shall not exceed one (1) year except at the sole discretion of the Township after a written request of the employee.

## Article XIV - Grievance Procedures

### A. Definitions

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. A grievance may be raised on behalf of an employee or group of employees.

### B. Purpose

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level, in a timely fashion. Failure to process a grievance within the time periods provided shall constitute an abandonment of the grievance, and shall bar any further prosecution of the grievance, unless the parties have mutually agreed to extend said periods. The instant grievance procedure constitutes the sole and exclusive method for raising and disposing of grievances during the term of this agreement.

### C. Procedure

1. Step One-Oral: The employee and the employee's Union Representative shall present the grievance orally to the employee's immediate supervisor within five (5) working days after the employee becomes aware of the grievance, but in no event, later than one month after its alleged occurrence.

2. Step Two-Written: If no satisfactory settlement is reached within five (5) working days from the time the grievance was orally discussed, the grievance shall be reduced to writing by the Union and presented to the Superintendent of Public Works.

Any written grievance shall set forth a statement of the facts constituting the grievance, the specific contract provision(s) forming the basis of the grievance and the remedy sought by the Union. The grievance shall be signed by the affected employee(s) and/or the Shop Steward or a Union Representative.

The Superintendent or his designee, shall investigate the grievance and render a written response which shall be given to the Union within ten (10) working days from the receipt of the grievance.

3. Step Three - Township Administrator: In the event the grievance is not resolved to the Union's satisfaction at Step Two, then the Union shall present the grievance to the Township Administrator within five (5) working days. The Union and the Administrator shall meet within fifteen (15) working days of the Administrator's receipt of the grievance and, if the matter is not resolved at the meeting, the Administrator or his designee shall issue his written decision within fifteen (15) working days of the meeting.

4. Step Four - (A) Mediation and (B) Arbitration: In the event the grievance is not resolved to the satisfaction of the Union at Step Three, then within fifteen (15) working days after the response at Step Three is provided, or was due and was not provided, the Union may notify the Township Administrator in writing of the Union's intent to submit the grievance to the NJ State Board of Mediation for either (A) "mediation under contract" or for (B) binding arbitration.

A. Within fifteen (15) working days after notification to the Township Administrator, the Union may invoke "mediation under contract": by notifying the NJ State Board of Mediation. A copy of such request shall be provided to the Administrator. Mediation shall be scheduled and conducted in accordance with the rules of the NJ Board of Mediation. In the event the dispute is still not resolved after mediation is concluded, the parties may mutually agree to submit the matter to binding arbitration under (B) below. Either party reserves the right to seek relief through the courts, after "mediation under contract":, if submission to binding arbitration is not mutually agreed upon.

B. In the event the grievance involves a discharge, or a dispute otherwise grievable where what is in controversy amounts to more than three (3) days salary to an employee or a number of employees, then within fifteen (15) working days after the notification to the Administrator, the Union may invoke binding arbitration by submitting a written request for same to the NJ State Board of Mediation, with a copy of such request to the Administrator. Thereafter binding arbitration proceedings shall be conducted pursuant to the rules of the NJ State Board of Mediation, except as they may be expressly altered or modified herein.

1. 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) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the Arbitrator. The Arbitrator shall have no authority to modify, waive, add to, subtract from, or in any way whatsoever alter the provisions of this agreement.

5. Attendance at Hearings and Meetings - Grievance and Arbitration meetings and hearings shall be held at mutually acceptable times and places. Requests for attendance of any employee affected by the grievance or a necessary witness in an arbitration hearing shall be made to the Administrator, in writing, no later than three (3) working days prior to the date of the hearing. The Township shall have no obligation to pay employees for time spent attending arbitration hearings during an employee's normal work hours.

The fees, expenses and all other proper charges of the arbitrator shall be borne equally by the parties.

## Article XV - Separation

The position of an employee who is absent from work on Disability Leave for more than six (6) consecutive months, or absent from work for more than three (3) consecutive months on Family Leave, may be declared vacant by the Township Administrator. Such employee shall retain the right to the next available open position which occurs after the employee is able to return to work, provided the employee is capable of performing the necessary job. Such right of return shall be limited to a period of twelve (12) months from the time such employee reports able to return to work.

The Township reserves the right to place an employee on unpaid leave for the duration of a second license revocation within a twenty-four month period. The Township reserves the right to terminate an employee whose license is revoked for more than six (6) months; or for a third time within a three (3) year period.

Upon receipt of a written resignation from an employee received by the department head with a copy to the township administrator, at least two weeks prior to the resignation date, the employee shall be entitled to receive his or her regular pay through date of termination, together with accumulated vacation leave, longevity pay on a pro rata basis, and accumulated sick leave if the employee has been employed by the Township for a minimum of five years.

In the case of separation from Township service by reason of retirement, if written notice of the employee's intention to retire is received by the department head with a copy to the township administrator at least 30 days prior to the effective date of retirement, the employee shall be entitled to receive pay for accumulated vacation leave, longevity pay, and accumulated sick leave, on a prorated basis in accordance with the provisions of this agreement.

In the case of the death of an employee, the employee's surviving beneficiary shall be entitled to receive compensation for the employee's accumulated vacation, pro rated longevity pay and accumulated sick leave without regard to the employee's length of service.

In the case of an employee who is separated from the Township's service by reason of death after having been employed by the Township for at least twenty (20)

years, the Township shall pay for the cost of medical insurance for the employee's spouse and eligible children for a period of eighteen (18) months from the date of separation. In the case of an employee who is separated from the Township's service by reason of death and who has been employed by the Township for less than twenty (20) years, the Township shall pay for the cost of medical insurance coverage for the employee's spouse and eligible children for a period of three (3) months from the date of separation.

In the case of an employee who is terminated for cause, the Township reserves the right to deny the employee payment for accumulated vacation or sick leave or longevity pay, subject to the determination of the Township administrator.

The amount of accumulated vacation leave and longevity pay to which an employee shall be entitled upon separation from service shall be prorated to date of separation.

An employee who resigns shall tender his resignation in writing, at least two weeks prior to the requested effective date of the resignation, in order to provide sufficient time for appointing a successor. If at least two weeks prior notice is not given to the Township, the Township reserves the right to deny the payment of accumulated leave or other benefits to the employee.

In the event that the Township chooses to have layoffs due to budget constraints, privatization or private contracting, the Township will provide to employees affected either 90 days notice of the proposed action, or if 90 days notice is not given, 90 days compensation. For purposes of this paragraph, compensation is defined as 90 days daily pay at regular paid rate and continuation of the health coverage provided to the employee at the time of separation of the laid off employee. However, payment of the daily rate will end within the 30 days if and when the employee obtains new employment during those 30 days. Medical coverage will close within the 30 days if the employee obtains new employment which offers health coverage or if the employee's spouse has or obtains medical health coverage which would cover the employee within that time, or if, under any other circumstance, the employee obtains health insurance during that time. The employee will also be paid for all accumulated vacation leave, longevity pay,

personal days and accumulated sick leave on a pro rata basis for the year the layoff occurs.

## Article XVI - Health & Safety

The Township shall continue to maintain a safe and healthy working environment for all of its employees. The Union agrees that it and its members will do everything in their power to cooperate with the Township to insure the health and safety of all Township employees.

The Township shall provide adequate protective equipment and devices, including but not limited to, eye and ear protection dust masks/respirators and first aid kits.

Two employees both designated by the union shall serve as members of the Township Safety Committee and shall be able to attend meetings of the Committee without loss of pay.

As stated in Article V, the Township will make all reasonable efforts to assure two (2) people on sanding operations.

## Article XVII - Work Clothes and Equipment

The Township shall continue to provide employees with all equipment and uniforms necessary for the purpose of their employment.

Each employee shall receive an initial set of uniforms, to be replaced every two years, constituting 11 pairs of pants, 11 work shirts, and one winter jacket. In addition, each employee shall be provided each year with five (5) safety tee shirts and one (1) safety vest.

A clothing allowance of \$220 shall be provided each year to be used for the purchase of clothing or boots from a union management approved list. If the employee chooses to purchase from an outside vendor, they will be reimbursed upon presentation of an original receipt.

The Township shall provide each employee with rain gear and work gloves, on an as needed basis. Such items will be replaced when they become unserviceable/damaged.

The Township will provide all tools necessary for employees to perform required work.

Uniform laundry service for up to eleven pants and eleven shirts will be available once weekly, at the Township's expense.

Dispatchers shall receive a uniform allowance of \$350.00. They shall be provided uniform cleaning once per week for up to four pants and shirts. In addition, dispatchers shall be provided a \$110.00 shoe allowance.

Effective 1/1/11 a clothing maintenance allowance of \$575.00 will be paid to each employee covered by this contract annually. This will be paid the first pay in December of each year or by any other mutually agreed upon method.

### Article XVIII - Longevity

In addition to the wages, premiums and other benefits provided for in this agreement, all covered employees shall receive a longevity each year in accordance with the following schedule:

- A. After the third anniversary of employment = 2% of annual salary.
- B. After the fifth anniversary of employment = 4% of annual salary.
- C. After the tenth anniversary of employment = 6% of annual salary.
- D. After the fifteenth anniversary of employment = 8% of annual salary.
- E. After the twentieth anniversary of employment = 10% of annual salary.

Such longevity shall be paid equally in each pay. It will be included in base pay for pension purposes. For purposes of computing the overtime rate, longevity will also be added to base pay to calculate the regular rate, which is then multiplied by 1.5 to determine the overtime rate.

For those hired after January 1, 2000, the longevity payment described above shall be in accordance with the following schedule:

- A. After the sixth anniversary of employment = 2% of annual salary.
- B. After the eighth anniversary of employment = 4% of annual salary.
- C. After the tenth anniversary of employment = 6% of annual salary.
- D. After the fifteenth anniversary of employment = 8% of annual salary.
- E. After the twentieth anniversary of employment = 10% of annual salary.

Article XIX - Insurance

A. The Township shall continue to provide, subject to the payments set forth in paragraph G, Hospitalization/Major Medical, Dental, Vision, and Prescription Drug Insurance, covering children to age 26 according to law.

<u>RX</u>	<u>Year</u>	<u>Brand</u>	<u>Generic</u>	<u>Mail Order</u>
	2012	\$10.00	\$7.50	\$ 0
	2013	15.00	7.50	0
	2014	20.00	7.50	0
	2015	20.00	7.50	0
Doctor Co-pay	2012	10.00		
	2013	15.00		
	2014	20.00		
	2015	20.00		

B. The Township reserves the right to change the carrier and/or network for the above referenced insurance plans provided that substantially similar or better benefits are provided.

C. In the event the Township provides other Township employees with differing health benefits, the parties will meet to discuss the changes.

D. In clarification of the provisions of Township Ordinance #2-1991, if an employee was fifty-five (55) years of age or older as of 1/21/91, and had at least twenty (20) years of service, the Township agrees to pay 100% of the cost for medical insurance.

E. In clarification of the provisions of Township Ordinance #2-1991, employees who are entitled to some portion of post-retirement insurance coverage will have the percentage to be paid by the Township calculated on the rate in effect on the effective date of the employee's retirement. Such coverage will continue until the employee attains the age of 65 or becomes eligible for Medicare. An employee's non-medicare eligible spouse may continue on the Township Plan (by paying the single rate)



under COBRA for up to 36 months beyond the date the employee became eligible for Medicare.

F. Retiree Health Benefits - Notwithstanding the provisions of Section E above, the following benefits will apply to persons who retire after January 1, 2006. For those retiring before that date, the provisions of Section E shall be in force if applicable to that particular employee.

1. Effective January 1, 2006, the Township will provide at its expense retiree health benefits to qualified retirees as hereinafter provided.

2. To be qualified, an employee must be fifty-five (55) years of age or older with twenty-five (25) years of service with the Township or more, or, sixty-two (62) years of age or older with fifteen (15) years of service with the Township or more.

3. Benefits provided shall be at least equal to those presently in existence for active employees. Benefits will include the spouse and dependent children up to twenty-three (23) years of age.

4. These benefits will pertain to surgical, major medical and hospitalization and will not include other forms of insurance, including, but not limited to dental or vision. Any such ancillary or auxiliary coverage in the form of dental or vision coverage must be purchased at rates as provided by the Township and to the extent allowed by law and the Township's insurance carriers.

5. Benefits shall terminate upon reaching age of eligibility for Medicare or Medicaid, whichever occurs first.

6. Spouses and dependents will be covered only while the qualified employee is covered and only to the extent that they would be if the qualified employee was still an active employee. Spouses and dependent children up to twenty-three years of age will be covered under major medical. Once the qualified employee is no longer eligible, continued coverage can only be provided by purchase of benefits per COBRA.

7. If the qualified employee, spouse or dependent receives major medical insurance benefits from another source, that person will no longer be eligible for participation in this program.

G. Each full-time permanent employee shall be enrolled in the disability insurance plan maintained and paid on a non-contributory basis by the Township.

H. Employees shall contribute to the cost of the above-referenced hospitalization and major medical coverage according to state law.

I. In 2011, the maximum dental benefit shall be \$1,400 per year per eligible member. In 2012, the maximum dental benefit shall be \$1,400 per year per eligible member.

J. The Township shall maintain its current level of coverage for liability insurance.

K. Employees hired after 1/1/11 will receive health benefits as described above for employee only upon retirement. The employee will be able to purchase at their expense at the Township's coverage rate for their spouse and or dependents.

## Article XX - Pensions

The Township shall continue to make contributions as heretofore to provide pension and retirement benefits to employees covered by this agreement under the Public Employees Retirement System, pursuant to the provisions of the Statutes and Laws of the State of N.J.

Article XXI - No Strike - No Lockout

A. It is recognized that the need for continued and uninterrupted operation of the Township departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree for the term of this Agreement, that there will not be, and that the Union, its officers, members, agents or principals, will not engage in, encourage, sanction or suggest, strikes, slowdowns, job actions, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

C. The Township shall have the right to discipline any employee encouraging or causing a strike, slowdown or other such interference.

D. The Township agrees that there will be no lockout of employees during the term of this agreement.

## Article XXII - Miscellaneous

A. The Union shall have the use of a bulletin board on the premises for posting of notices relating to Union meetings, official business, and social functions. The Union agrees that no notice shall be posted that is in poor taste, discriminatory, slanderous, etc.

B. Unless elsewhere provided herein, it is specifically understood that this Agreement may not be modified without the written joint consent of the Union and the Township.

C. The Township agrees to reimburse employees for the costs associated with the attainment of the Commercial Drivers License (CDL) and H2O/wastewater and the annual maintenance fee for the CDL and H2O/wastewater. Employees shall renew their CDL license on their own time.

D. The Township agrees to replace or repair any personal safety items authorized for wear, i.e. prescription glasses that should become damaged while performing assigned duties, unless the damage occurred due to the negligence of the employee.

E. The Township will endeavor to provide training on existing and new equipment to all employees within the division or work area where such equipment will be utilized.

### Article XXIII - Management 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 laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The Executive Management and Administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and to require compliance by the employees is recognized.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.

7. 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 efficiency and effective operation of the Department.

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

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

D. The Township agrees to give notice to the employees seven (7) days in advance of any change in such rules and regulations, except in emergency situations. The employees representative has the right to request a meeting to discuss any such changes.

#### Article XXIV - Savings Clause

If any provisions of this Agreement are adjudicated to be illegal, unlawful or in violation of any existing law, no other portion, or provision or article of this Agreement shall be invalidated nor shall such adjudication relieve either of the parties hereto from their rights and liabilities hereunder or limit the rights or liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal or in violation of the law.



Article XXV - Wages, Advancement in Grade, Personnel Files

A. Effective January 1, 2011, a general wage increase of 2.0% shall be applied to all grades and salaries of full time employees.

B. Effective January 1, 2012, a general wage increase of 2.0% shall be applied to all grades and salaries of full time employees.

C. Effective January 1, 2013, a general wage increase of 2.0% shall be applied to all grades and salaries of full time employees.

D. Effective January 1, 2014, a general wage increase of 2.0% shall be applied to all grades and salaries of full time employees.

E. Effective January 1, 2015, a general wage increase of 2.0% shall be applied to all grades and salaries of full time employees.

F. A schedule of hourly rates for all grades and classes of employees for the term of this agreement is amended hereto as "Schedule A".

G. The Township agrees that it will continue to recognize three (3) positions to perform specialty work by certain employees. The three (3) positions are: "sign mechanic"; "body mechanic"; and "construction mechanic". These positions will remain in effect for such time as the employees perform such specialty work.

H. The Township will designate the "sign mechanic" "construction mechanic" and "maintenance mechanic" who will be compensated at the mechanic rate of pay, effective 1-1-94.

I. The Township will designate a "senior dispatcher" as of January 1, 2000 with a rate of pay equal to the senior mechanic rate of pay.

J. Employees shall be eligible for progression in grade provided they receive satisfactory annual evaluations.

The Township may, in its discretion, upgrade employees in advance of, or excess of the schedule set forth below.

An evaluation will be conducted, and the results made known to the affected employee, at least sixty (60) days prior to his anniversary date. The employee may request a meeting with the Superintendent or Chief of Police, as appropriate, and/or the Administrator to discuss the evaluation.

Any disagreement regarding an employee's evaluation and subsequent denial of upgrade shall not be subject to binding arbitration. The final decision on any evaluation dispute shall be made by the Township Administrator.

The Supervisors of the Department shall endeavor to make an employee aware of any sub-standard job performance factors which, if not corrected, could result in denial of upgrade. An employee's efforts to correct such problems shall be considered at the time of upgrade eligibility.

The Township shall make all periodic performance evaluations fair and objective, and such evaluations shall contain specific information concerning the employee's performance.

An employee shall have the right to review his personnel file in the office of the Personnel Director by notifying, as appropriate, either the Superintendent of Public Works or the Chief of Police.

Disciplinary actions or notices shall be removed from an employee's personnel file after two (2) years, except for suspensions greater than two (2) days and matters involving repetitive conduct which shall remain in the file indefinitely.

Duration of Agreement

This agreement shall remain in full force and effect from January 1, 2011 through December 31, 2015 and shall thereafter be continued in full force and effect from year to year unless notice of termination or desire to modify or change this Agreement is given in writing by either party at least sixty (60) days prior to 12-31-15 or, December 31st of any subsequent year. Upon receipt of such notice, a conference will be arranged for on a mutually agreeable date.

In WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2012.

COMMUNICATIONS WORKERS OF AMERICA

TOWNSHIP OF WALL

\_\_\_\_\_  
KEVIN P. TAURO  
E.V.P. CWA LOCAL 1038

\_\_\_\_\_  
JEFFREY W. FOSTER  
Mayor

\_\_\_\_\_  
DAVE WOBSEY  
Chief Steward

\_\_\_\_\_  
JOSEPH L. VERRUNI  
Township Administrator

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

\_\_\_\_\_  
LORRAINE KUBACZ  
Township Clerk

\_\_\_\_\_  
UNION NEGOTIATING COMMITTEE

