

**AGREEMENT**

**between**

**THE TOWNSHIP OF MILLSTONE**

**and**

**COMMUNICATION WORKERS OF AMERICA**

**LOCAL 1075  
SUPERVISORY UNIT**

**Effective: January 1, 2019 through December 31, 2022**

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**PURPOSE**

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

**ARTICLE I**

**RECOGNITION**

The Township hereby recognizes Communication Workers of America, Local 1075, as the sole and exclusive negotiating agent and representative for all regularly employed full and part-time supervisory employees of Millstone Township, but excluding all other Township employees. Millstone Township recognizes the Communication Workers of America, Local 1075 as the sole representative of the Employees in the following job classifications:

- Tax Assessor
- Land Use Administrator
- Recreation Coordinator
- Court Administrator
- Construction Official.

Excluded from the bargaining unit are all managerial executives, confidential employees and non-supervisors within the meaning of the New Jersey Employer-Employee Relations Act; as well as, craft employees (subject to the exceptions contained in the aforesaid Act), casual employees and temporary/seasonal employees as those terms are defined by section 1 of P.L. 1941, c 100 (N.J.S.A. 34:13A-3), or elected officials, members of boards and commissions, or casual employees.

Casual employees are any employees who work an average of fewer than four hours per week over a period of 90 calendar days.

**ARTICLE II**

**NON-DISCRIMINATION**

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

## **ARTICLE III**

### **PENSION**

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

## **ARTICLE IV**

### **SENIORITY**

#### **Section 1**

A newly hired employee will be considered probationary.

#### **Section 2**

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

#### **Section 3**

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

#### **Section 4**

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

#### **Section 5**

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

**ARTICLE V**  
**PROBATION**

**Section 1**

All newly hired employees shall be subject to a twelve (12) month probationary period. The purpose of the probationary period is to enable the Township to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status. The Township shall have the absolute right to set the working conditions and job duties for employees on probationary status. The Township shall also have the absolute right to discipline or terminate with or without cause a probationary employee on probationary status, and such decision to discipline or terminate a probationary employee shall not be subject to the grievance procedure beyond Step 2--Township Administrator.

**Section 2**

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

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

**Section 3**

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

**Section 4**

The probationary employee shall be evaluated on his/her performance bi-monthly by his/her supervisor and the evaluation shall be forwarded to the Township Administrator. A probationary employee may be dismissed at any time and for any reason without recourse to the grievance procedure beyond Step 2, Township Administrator. One (1) month prior to the completion of the employee's one-year probationary period the Supervisor or Department Head shall submit a written recommendation to the Township Administrator concerning continued employment. The Township Administrator shall make the final determination on whether or not to offer the probationary employee continued employment.

## **ARTICLE VI**

### **LAYOFFS**

When the Township reduces the work force employees will be laid off in the order of least seniority, provided the remaining employees are then qualified to perform the jobs to be done in the sole opinion of the Township.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

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

#### **Section 1—Definition**

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

#### **Section 2—Procedures**

##### **STEP 1—Informal—Immediate Supervisor**

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

##### **STEP 2—Formal—Township Administrator**

Within ten (10) working days of the written decision or answer of the immediate supervisor, if the grievance is not resolved, the employee or the Union shall file a written grievance with the Township Administrator. The grievance shall include the date of occurrence, the article or section of the Agreement alleged to have been violated and the relief sought. The Township Administrator will arrange a meeting with the employee and a Union representative not later than ten (10) working days from his receipt of the grievance to attempt to resolve the same. The Township Administrator shall give a written decision to the employee, with a copy to a Union representative, not later than ten (10) working days after the said meeting.

##### **STEP 3 - Township Committee**

Within ten (10) working days of the written answer of the Township Administrator, if the grievance is not resolved, the grievance shall be forwarded to the Township Committee via the Township Administrator. The Township Committee will address the issue as part of its discussions in Executive Session at the next regularly scheduled Township Committee meeting. The aggrieved party, the Union Steward, and a Union representative shall be entitled to be present at the meeting. The Township Committee shall give a written answer to the grievance within fifteen (15) working days following the meeting, or within such additional period of time that may be mutually agreed upon.

**STEP 4 —Binding Arbitration**

- A. In the event the grievance is not resolved at Step 2, the union may seek relief at binding arbitration as herein specified. The initiation of binding arbitration must begin within thirty (30) calendar days from receipt of the Township Committee’s answer to the grievance.
- B. Arbitration requests shall be directed to the Public Employment Relations Commission subject to the rules then existing of such agency. The aggrieved party will copy the other party on his or her request. The request will specify the particulars of the grievance and the contract provision(s) allegedly violated.
- C. The selection of the independent arbitrator will be made pursuant to the rules then existing of the Public Employment Relations Commission.
- D. An arbitrator will not have the power or authority to add to, subtract from, or modify the provisions of this Agreement or the laws of the State of New Jersey and will confine his or her decision solely to the interpretation and application of this Agreement. The arbitrator will confine himself or herself to the precise issues submitted for arbitration and will have no authority to determine any other issues not so submitted. The arbitrator will not submit observations or declarations of opinions which are not relevant in reaching the determination. The arbitrator may prescribe an appropriate back pay remedy when he or she finds a violation of this Agreement, provided that such remedy is permitted by law and is consistent with the terms of this Agreement. The arbitrator will have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
- E. Neither the Union nor the Township may withdraw any notice of the desire to arbitrate a case or otherwise discontinue arbitration proceedings, except without prejudice, unless the other party consents that such withdrawal or discontinuance be without prejudice.
- F. The decision of the arbitrator is final and binding upon both parties and the grievance will be considered permanently resolved subject to either party’s right to appeal provided by statute and/or enter a judgment on the award in Superior Court.
- G. The expenses of the arbitrator will be borne by both parties equally. Each party is responsible for the expenses of any witnesses it calls to the arbitration.

H. If the Public Employment Relations Commission is abolished or ceases to handle arbitrable matters, the parties will meet to agree upon another method of choosing an arbitrator.

**Section 3**

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

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

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

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

**ARTICLE VIII**

**WAGES**

**Section 1**

The annual salary or hourly wage of each employee shall be increased on January 1<sup>st</sup> of each year of this Agreement by either adding the following amounts to the employee's hourly rate or multiplying the amount by the employee's regularly scheduled annual hours to determine the annual salary increase:

1-1-2019	=	2.5%
1-1-2020	=	\$1.00 per hour
1-1-2021	=	2.0%
1-1-2022	+	2.0%

An employee hired after September 1<sup>st</sup> of a given year will not be eligible for a salary or wage increase the year immediately following January 1<sup>st</sup>, but will receive the negotiated increases in subsequent years.

**Section 2**

The minimum hourly rate for entry level Clerical employees shall be \$15.00. After one year, with the recommendation of the Department Head, and approval of the Township Administrator, the minimum hourly rate shall increase to \$16.00 per hour for Clerical Employees. No other increase will be given to a probationary employee until he/she completes one year of service. The procedure is for the Department Head to submit a written letter to the Township

Administrator that an employee has successfully completed the one-year probationary period. The Township Administrator reviews, approves and notifies the Finance Department. All employees shall receive an increase for the attainment of fifteen (15) years of service with the Township of Millstone as set forth in Section 3.

### **Section 3**

All members of the bargaining unit shall be entitled to a \$2,000.00 increase in salary upon the attainment of fifteen (15) years of service with the Township of Millstone. The increase in salary upon the attainment of fifteen (15) years of service, will be awarded on January 1<sup>st</sup> following the date within which such years of service is attained.

### **Section 4**

The incentive referred to shall be added to each employee's base salary prior to the wage adjustments in Section 1 being applied.

## **ARTICLE IX**

### **MEETING ATTENDANCE**

#### **Section 1**

Employees in the following positions shall not be eligible for overtime for meeting attendance, minutes and court session because the following compensation has been added to the pensionable salary of the employee in lieu of hourly wages. Agricultural Advisory Council - \$2,250; Board of Adjustment - \$2,250; Court - \$4,500; Parks & Recreation Commission - \$2,250; Planning Board - \$2,250; Open Space Farmland Preservation Commission - \$2,250; and Public Celebration of Events - \$300. For new appointees, effective January 1, 2019, compensation for meetings and minutes shall be considered to be a part of their job description and compensated in their base salary for the position. The position of videographer, or any other position not stated above, is excluded and will be paid by voucher in accordance with the Annual Salary Resolution.

#### **Section 2.**

Court employees will receive forty-five dollars (\$45) for each "call-out" for the Court that occurs after hours and lasts for less than two (2) hours. Whenever a "call-out" lasts more than two (2) hours, the employee will receive an additional stipend of twenty dollars (\$20) for each additional hour or part thereof that the call-out lasts in excess of the initial two (2) hours. This payment will not be considered part of the employee's salary. Employees must submit vouchers to the Township Administrator within fourteen (14) business days of the call-out indicating their presence at and the date of the call-out for which they wish to be paid. No compensatory time will be granted in lieu of payment for call-outs.

## ARTICLE X

### MILEAGE REIMBURSEMENT AND TOWNSHIP VEHICLES

#### Section 1

All employees, excluding sub-code officials, and the tax assessor who have had \$2,800 built into their base salary for travel, will receive a mileage reimbursement for the use of personal vehicles in connection with official travel upon the submission of a voucher to the Township Administrator indicating the time and reason for travel. The amount of reimbursement will be based on the rate set annually by the United States Internal Revenue Service.

#### Section 2

In the event the Township deems it necessary for an employee to use a Township vehicle for commuting to and from work, and the Township authorizes such use in writing, a corresponding fringe benefit value must be added to the gross income reported on the employee's W-2 in accordance with IRS regulations. An employee may not use a Township vehicle for any personal use, including doctor or physical therapy appointments.

## ARTICLE XI

### JOB OPENINGS AND PROMOTIONS

- A. Notice of all job vacancies, including positions for which compensation is payable, shall be posted on the Township's web site and the bulletin board for seven (7) business days, whenever possible. There may, however, be emergency situations when the Township will need to fill a position temporarily and then commence the hiring process to fill the position. Employees interested in the position may advise the Township Administrator in writing of their interest in the posted position.
  
- B. In the event an employee is temporarily assigned higher rated job duties than his or her normal duties for more than ten (10) business days up to a maximum of sixty (60) business days, the employee will receive the higher rate of pay for all hours so assigned. Such pay will be retroactive from the first day the employee assumed his or her temporary position. If the Township considers it necessary, the Township Administrator may request an extension from the Township Committee to keep the employee in the temporary position for an additional sixty (60) days. Employees temporarily assigned to job duties in a lower paid position will suffer no loss of pay during that time period.

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

**ARTICLE XII**

**HOLIDAYS**

**Section 1**

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

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

\* Lincoln's Birthday and Columbus Day are "floating" holidays to be used by year's end. Election Day will be a working day and in lieu thereof, an additional paid day off shall be added before or after the Christmas holiday break. All municipal offices will remain open and staffed during these two designated floating holidays. Staffing will be based on seniority and must be coordinated with the Department Head. If an employee works on a floating holiday, that employee is entitled to a day off by year's end. Normal approval process applies.

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

**Section 2**

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

**Section 3**

Use of a personal or vacation day on the first work day following a holiday shall require approval by the Township Administrator prior to the holiday.

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

### **ARTICLE XIII**

#### **SICK LEAVE**

- A. Sick Leave is defined to mean absence from work by an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family who is seriously ill requiring the care or attendance of such employee. A doctor's note may be required after a three (3) day absence as verification for the reason for the leave. If the employee's need to use sick leave is foreseeable, the Township requires advance notice, at least seven (7) days prior to the date the leave is to begin, of the intention to use sick leave and the expected duration. The Employee shall make reasonable effort to schedule the use of sick leave in a manner that does not unduly disrupt the operations of the Township. If the reason for the use of sick leave is not foreseeable, the employee shall give notice as soon as practicable.
- B. Whenever employees who are on duty must go to a doctor's appointment or physical therapy as a result of a Worker's Compensation claim, the employee must schedule such appointments outside of work hours whenever possible. An employee may not use a Township vehicle for such appointments.
- C. During their first year of employment, full-time employees will accrue one (1) day of paid sick leave for each month of employment from the employee's start date to December 31<sup>st</sup> of that year. A sick day will not accrue in the first month of employment if the employee's start date is on or after the fifteenth of the month. Employees will receive twelve (12) sick days during each calendar year thereafter. Part-time employees will accrue sick days on a pro-rata basis depending on the number of hours worked.
- D. Employees may accrue sick days indefinitely and can utilize sick days only when being used for the purposes outlined in this section. Employees will not receive compensation for unused accrued sick days. The only exception is that upon retirement, employees who have a minimum of fifteen (15) years of service with Millstone Township can redeem their accrued, unused sick days at one-half (1/2) their value up to a maximum of fifteen thousand dollars (\$15,000). The rate of pay for this calculation is the employee's rate of pay immediately preceding the retirement date.
- E. Prior to any extended absence, such as disability, family or workers compensation leave, an employee must turn in employee identification, keys, cell phone, passwords, vehicle or any other equipment which is property of the Township.

**ARTICLE XIV**

**LONGEVITY**

Effective January 1, 2015, all employees shall be eligible for longevity pay in accordance with the following chart.

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

Effective January 1, 2020, there will no longer be longevity pay, wherein all employees who were previously eligible for longevity pay will receive a one-time adjustment to the salary in lieu of longevity pay in accordance with the above chart.

For purposes of the one-time payment which shall be added to the employee's base salary effective January 1, 2020, the employee will receive a "bump-up" in his/her years of service as reflected in the chart above. For instance, an employee with four (4) years of service as of January 1, 2020, will receive the additional one-time payment that is reflected in the next category, wherein he/she will receive the amount identified for 6-10 years of service. For those employees hired after January 1, 2020, there shall be no entitlement to longevity pay. Further, there shall be no payment for longevity pay to any employees under this contract after January 1, 2020, with the exception of the one-time payment referenced above.

**ARTICLE XV**

**HOURS OF WORK**

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

- A. For Administrative employees, seven and one half (7-1/2) hours per day, 8:30 a.m. to 4:00 p.m., Monday through Friday, except for employees in the construction office who depart early one day per week and remain until 7:00 p.m. one day per week, together with a one-half (1/2) hour unpaid lunch. The Township shall have the sole right to set the hours of work, and lunch periods.
- B. If the Township establishes work shifts with starting and ending times that deviate from the established work shifts by more than two (2) hours, it shall first seek volunteers from among qualified employees before hiring from the outside to fill the newly created shift, with shift times as established by the Township.

- C. All employees must report to their base of operation (municipal building(s) or public works building, as applicable) at the beginning and at the end of their work day.
- D. Employees may not waive lunch or break periods so that they may start work late or leave work early.
- E. The Township shall have the right, upon notification to the Union, to change employees' work schedules when it considers it in the best interest of the Township to do so. Such changes will not be made to have delayed closings when there are delayed openings due to snowstorms or other acts of God. In such cases, the Township will continue the current practice of paying employees according to their normal hours of work. The Township will provide a minimum of two (2) weeks' notice of the change in hours if the change will last for three (3) or more months. No prior notification will be required in the event of emergencies (such as weather emergencies, disasters, police activities or other emergencies declared by government or Township officials).

## **ARTICLE XVI**

### **HEALTH INSURANCE**

- A. The Township shall continue to provide full health insurance coverage for eligible employees and their eligible dependents at a benefit level substantially similar to the NJSHBP which was in effect at the commencement of this agreement, in accordance with Chapter 78 P.L. 2010.
- B. Insurance coverage shall commence the first of the month following sixty (60) calendar days of employment for those employees who are eligible for insurance coverage per NJSHBP rules. Eligibility for insurance coverage is defined as working thirty-two (32) or more hours per week, except for employees who work less than thirty-two (32) hours per week and who were employed prior to May 21, 2010, and were eligible for insurance benefits on May 21, 2010. The Township will pay its appropriate share of the cost of benefits for covered employees. Employees' contributions for health insurance benefits shall be deducted from their pay.
- C. The Health Contribution schedule shall be as detailed in Appendix A of this contract. In accordance with Chapter 78, contribution rates will differ based upon the type of coverage selected (i.e. individual, member/spouse or member/child and family coverage) as well as the individual's salary range. The Health Benefits contribution schedule will remain at Tier 4 consistent with Chapter 78 for the first two (2) years of the Contract and will be reduced to Tier 3 consistent with Chapter 78 beginning in the third year of the Contract effective January 1, 2021.
- D. The Township may, at its option, change any of the foregoing insurance coverage or carriers so long as substantially similar benefits are provided.

- E. In accordance with the provisions of Chapter 48, P.L. 1999, (N.J.S.A.52:14-17.38), employees who retire with twenty-five (25) or more years of service with Millstone Township will receive life time medical insurance benefits, at the Township’s expense. If an employee attains twenty-five (25) years of pensionable service credit on or after June 28, 2011, (the effective date of Chapter 78, P.L. 2011), he/she will pay a percentage of the premium based on his/her annual pension allowance provided the Township has adopted Chapter 88 and Chapter 48.
- F. Employees of the bargaining unit who are eligible for SHBP shall also be entitled to the provisions contained in Township Resolution No. 99-66 providing annual reimbursement of dental, prescription and vision expenses incurred in the following aggregate amounts:

	2019 and 2020	2021 and 2022
Single	\$1,200	\$1,400
Married/domestic partner	\$2,000	\$2,200
Parent/child	\$2,000	\$2,200
Family	\$2,400	\$2,600

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

**ARTICLE XVII**

**UNIFORMS AND SHOES**

- A. The Township will provide shirts with collars to the Construction Department Inspectors, Code Enforcement Officers, Tax Assessor and the Tax Assessor Clerk equal to the number of days per week that they work. The Township will also provide one jacket at a cost not to exceed \$150 for employees specified in this section. The jacket will be replaced on a salvage system.
- B. The most recently issued clothing must be returned to the Township upon termination of employment. The cost of missing items must be paid for by the employee and the cost may be deducted from the employee’s final pay check.

**ARTICLE XVIII**

**BEREAVEMENT LEAVE**

Full time employees shall be granted up to five (5) consecutive working days off without deduction from pay or earned leave, for a death in the employee’s immediate family. Immediate family is defined as spouse, child, mother, father, sibling, domestic partner or grandchild. A maximum of three (3) consecutive working days will be granted in the event of death of

grandparent, mother-in-law, and father-in-law or other immediate family members residing in the employee's household.

Part time employees are entitled to the same bereavement leave on a pro-rata basis depending on the number of hours normally worked each week.

**ARTICLE XIX**

**VACATION**

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

The accrual method for vacation days will be as follows:

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

All vacation time for all employees will accrue proportionately in each calendar year based on a three hundred sixty five (365) day calendar year, rounded to the nearest half-day. Employees, may, however, take non-accrued vacation leave for the calendar year with prior written authorization of the Township Administrator, so long as the notice requirements of paragraph C. of this Article are satisfied. If an employee separates from service for any reason and has used unearned vacation time, he/she shall be required to reimburse the Township for the unearned time. The reimbursement will be withheld from the employee's last pay check.

- B. Employees may carry over up to five (5) accrued, unused vacation days that are not used within the preceding calendar year into the first six (6) months of the next calendar year. Any unused days beyond those five (5) will be forfeited. The Township will not pay for any days that are not used within the first six-month period of the following calendar year, and any unused days will be forfeited.
- C. Employees must submit written requests for vacation leave to the Township Administrator no later than thirty (30) calendar days in advance for a leave of five (5)

days or more, and no later than three (3) calendar days in advance for a leave of fewer than five (5) days. Vacation leave may only be taken with the prior written approval of the Township Administrator. The Township reserves the right to approve or disapprove requests based upon the need of the Township to efficiently run its operations.

- D. Part-time employees will accrue vacation days on a pro-rata basis depending on the number of hours worked. Part-time employees hired after January 1, 2020, working 10 hours or more per week, will be eligible for Vacation Days. Any part-time employees hired after January 1, 2020, working less than 10 hours per week are not eligible to receive vacation days.

## **ARTICLE XX**

### **PERSONAL DAYS**

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

Part-time employees will accrue personal days on a pro-rata basis depending on the number of hours worked. Part-time employees hired after January 1, 2020 working 10 hours or more per week, will be eligible for Personal Days. Any part-time employees hired after January 1, 2020 working less than 10 hours per week are not eligible to receive personal days.

## **ARTICLE XXI**

### **UNION REPRESENTATION AND SECURITY**

- A. Union officials and duly authorized Union representatives shall be admitted to the Township's premises for the purpose of conducting Union business. Requests for such visits shall be directed with reasonable advance notice to the Township Administrator and shall include the proposed time and date of the visit and specific work areas involved. Permission for such visits shall not be unreasonably withheld. Provided that requests have been made pursuant to this paragraph, such Union officials shall have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after the completion of the work shift.
- B. The CWA shall furnish the Township in writing on local union letterhead the names and identification of its representatives.
- C. The Township agrees to deduct from the earnings of all employees covered under this Agreement the amount of dues , and initiation fee (if any) as set forth in writing by the Union. Said monies, together with the names of the employees for whom the deductions

were made, shall be paid by check to the Union following each pay period in which the deductions were made.

- D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township with written notice thereof at least thirty (30) days in advance.
- E. The Union will provide the necessary "Check-off Authorization" form, will secure the signature of its members on the forms, and will deliver the signed forms to the Finance Office.
- F. The parties acknowledge their obligations set forth in the New Jersey Workplace Democracy Enhancement Act and agree to comply with those obligations.
- G. The Union shall indemnify, defend and hold the Township harmless against any and all claims, demands suits or other forms of liability that may arise out of, or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Union to the Township.
- H. The Township and Union shall adhere to the provisions of the New Jersey Workplace Democracy Enhancement Act of 2018 (WDEA) incorporated into the New Jersey Employer-Employee Relations Act under Chapter 13A.
- I. Pursuant to the WDEA (N.J.S.A. 34:13A-5.13(b)(3) and (c)), the requirements include, but are not limited to, providing the union notice of newly hired negotiations unit employees, within ten (10) days of hiring and access to meet with such new hire(s) within thirty (30) calendar days of hiring without loss of pay, or leave time. Additionally, every 120 days information for all negotiations unit employees will be provided to the Union pursuant to N.J.S.A. 34:13A-5.13(c). This applies to all regular full-time and part-time employees who perform negotiations unit work. Pursuant to N.J.S.A. 34:13A-5.15, negotiations unit work is defined as work that is performed by any employees who are included in the union, without regard to job title, job classification, or number of hours worked, except confidential employees, managerial executives under N.J.S.A. 34:13A-3 or casual employees (those who work an average of fewer than four hours per week over a period of 90 days), who are excluded from the negotiations unit.
- J. Such roster reports are to be provided every 120 days, in an EXCEL sheet, and include contact information including name, title, date of hire, home address, home and/or cellphone number, work e-mail and any personal email on file with the employer.

## ARTICLE XXII

### MANAGEMENT RIGHTS

#### Section 1

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

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

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

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

#### Section 2

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

**ARTICLE XXIII**

**SAVINGS CLAUSE**

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

**ARTICLE XXIV**

**FULLY BARGAINED PROVISION**

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

**ARTICLE XXV**

**RULES AND REGULATIONS/EMPLOYEE HANDBOOK**

**Section 1**

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

**Section 2**

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

**Section 3**

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

**Section 4**

The Employee Handbook of the Township of Millstone, which has been most recently adopted by the Township Committee, shall be applicable to all employees unless the same is in conflict with the specific terms of this Agreement, in which case this Agreement shall take precedence.

**Section 5**

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

**ARTICLE XXVI**

**DISCIPLINE AND DISCHARGE**

**Section 1**

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

**Section 2**

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

**ARTICLE XXVII**

**NO WORK STOPPAGE PLEDGE**

**Section 1**

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

**Section 2**

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

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

**Section 3**

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

**Section 4**

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

**ARTICLE XXVIII**

**MILITARY LEAVE**

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

**ARTICLE XXIX**

**JURY DUTY**

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

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

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

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

**ARTICLE XXX**

**PERSONNEL FILES**

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

**ARTICLE XXXI**

**BULLETIN BOARDS**

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

**ARTICLE XXXII**

**TERM AND RENEWAL**

This Agreement shall have a term from January 1, 2019 through December 31, 2022. If the parties have not executed a successor agreement by December 31, 2022, then this Agreement shall continue in full force and effect until a successor agreement is executed. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

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

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals at the Township of Millstone, New Jersey on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**TOWNSHIP OF MILLSTONE**

**LOCAL 1075 CWA**

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