

AGREEMENT

between

THE TOWNSHIP OF PENNSAUKEN

and

LOCAL 2278, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, DISTRICT COUNCIL NO. 71

January 1, 2006 through December 31, 2009

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PREAMBLE

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

ARTICLE I
RECOGNITION

A. The Township recognizes the Union as the bargaining agent for the, purpose of establishing salaries, wages, hours and other conditions of employment and classifications listed in Schedule A and any others as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established under N.J.S.A. 34:13A-1 et seq.

ARTICLE II

MANAGEMENT RIGHTS

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

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

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

ARTICLE III

EQUAL TREATMENT

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

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

ARTICLE IV

STRIKES AND LOCKOUTS

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

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

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

ARTICLE V

GRIEVANCE PROCEDURE

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

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

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

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

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Union Shop Steward shall institute action under the provisions hereof within ten (10) working days after the event has

occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter formally. Failure to act with said ten (10) days shall be deemed to constitute an abandonment of the grievance.

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

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

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

- E. 1. The parties direct the arbitrator to decide, as a preliminary question,

whether he has jurisdiction to hear and decide the matter in dispute.

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

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

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

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

G. Upon prior notice to and authorization of the Department Head, the designated Union representatives shall be permitted to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of

employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Pennsauken or require the recall of off-duty employees.

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

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

ARTICLE VI

DUES DEDUCTION AND AGENCY SHOP

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

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

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

D. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the

Township by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation and fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made this provision by a successor agreement between the Union and the Township.

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

ARTICLE VII
WORK SCHEDULES

A. The Regular Work Schedule

1. The regularly scheduled work week shall consist of five (5) consecutive work days for all employees, except for Communications operators.

2. The regular work schedule for all employees except as specifically noted otherwise herein, shall be Monday through Friday, seven (7) hours each day. The regular starting time for all work shifts shall not be changed without reasonable notice to the effected employees and without first having discussed the need for such changes with the Union at least (2) weeks prior to the proposed date of implementation and the number of hours in the work day and/or work week shall not be changed during the term of the Agreement. The parties specifically recognize that the Township's current practice of splitting workdays' start and end times for those employees who work in the Municipal Building, was discussed during contract negotiations and that the practice of splitting start and end times shall continue subject only to the language as set forth above with respect to the Township's ability to change regular starting times after discussion with the Union.

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

4. Where more than one (1) steady work shift per day within a classification

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

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

B. Communications Operators.

Communications Operators will be assigned to a patrol unit within the Bureau of Police, Department of Public Safety. Consistent with the schedules set for the patrol, Communications Operators will work five (5) days per week, eight (8) hours, per day.

Communications Operators will take any meal during their shift where and when it is most convenient, to insure continuous and stable availability in accordance with the needs of the Bureau of Police. Communications Operators may be required at the discretion of the Township, to work steady or rotating shifts, so as to stay with the patrol unit to which they are assigned. If the patrol division goes to steady shifts, the Communications Operators will also work steady shifts and if the patrol division is on rotating shifts, the Communications Operators will also be on rotating shifts.

C. Municipal Court Employees.

Employees working in the Municipal Court in Classifications covered under this contract, may be assigned to work a shift of 4:00 p.m. to 12:00 a.m., which shall be treated as the

regular work shift subject only to the shift differential pay as described in Article X hereafter. It shall be within the discretion of the Municipal Court Administrator and/or the Township Administrator to determine the number of employees necessary to work the second shift to insure the proper operation of the Court and to make assignments to that shift.

D. Emergency Medical Services.

Employees working in classifications covered under this contract in the Department of Emergency Medical Services/Emergency Medical Technicians (EMT) will be assigned shifts and hours of work by the Chief of the EMT. All full-time EMT's will work a thirty-six (36) hour work week followed by forty-eight (48) hour work week. During the week that an EMT is scheduled for a thirty-six (36) hour work week, everything after thirty six (36) hours will be at time and one half. During the week that an EMT works a forty-eight (48) work week, everything after forty-eight (48) hours will be at time and one-half.

ARTICLE VIII

OVERTIME

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

B. Time and one-half of an employee's regular hourly rate of pay shall be paid for all work performed in excess of thirty-five (35) hours per week (as to Communications operators forty (40) hours per week). In the event that the municipal building is closed and employees are required to report to work (for example in the event of a snowstorm) said employees will be paid time and one half of their regular hourly rate.

C. Double time of an employee's regular hourly rate of pay, except for EMT employees, shall be paid for all hours worked under the following conditions:

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

2. For holiday, in addition to holiday pay. (As to Communications Operators, a holiday worked at regular pay will afford the employee another day off.)

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

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

their scheduled work week, such day shall be considered as a Sunday for the purposes of computing overtime, as stated above.

E. In the event of manpower shortage within any classification, overtime shall be offered to personnel within the same classification. A list of employees within the same classification will be maintained by supervisory personnel showing overtime offered by the Township to employees in a given title. If overtime is worked, the employee at the top of the list will go to the bottom. Anyone offered overtime who is excused from such work or declines the opportunity to work will be treated as though overtime were worked and that employee's name shall go to the bottom of the list. Nothing in this Agreement shall impair the right of the Township to require an employee to work overtime or to permit an employee, without reasonable justification, to refuse to work overtime when requested.

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

ARTICLE IX

CALL-IN TIME

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

ARTICLE X
RATES OF PAY

A. The hourly rates for all employees covered by this Agreement, effective January 1, 2006 has been made a part of an ordinance of the Township of Pennsauken which shall become a part of this contract and attached hereto.

B. Upon the signing of this Agreement, the rates of pay in the salary ordinance which is attached as a schedule to this agreement shall be increased as follows: (1) effective January 1, 2006, 4.0%; (2) effective January 1, 2007, 4.0%; (3) effective January 1, 2008, 4.0%; (4) effective January 1, 2009, 4.0%.

C. Any new employee hired during the term of this Agreement shall be governed by such established pay scales except that during the first six (6) months of such employment, a new employee shall be paid at a rate of ninety percent (90%) of the applicable pay scale. At the expiration of the first six (6) months of employment, all new employees shall be paid at the full rate established.

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

E. A shift differential shall be paid in addition to compensation at the rate established for the classification worked, for any employee whose regular workday shall commence at 4:00

p.m. and conclude at midnight or whose regular workday shall commence at midnight and conclude at 8:00 a.m. For the purpose of clarity, the shift differential is applicable to employees assigned to the Bureau of Police, Department of Public Safety, including but not limited to Communications Operators and personnel assigned to the Records Division of the Bureau of Police and to Court personnel who are assigned to work 4:00 p.m. to 12:00 a.m. in conjunction with the evening court session. The shift differential for all covered employees shall be:

1. 4:00 p.m. - midnight shift, 4.0% of the regular pay for the classification worked.

2. 12:00 a.m. - 8 a.m. shift, 6.25% of the regular pay for the classification worked.

3. 6:00 p.m. - 6:00 a.m., 4.5% of the regular pay for EMT's.

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

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

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

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

G. In the event that an employee is required to use his or her personal vehicle for the purposes of his or her employment, such use shall first be approved by the employee's immediate supervisor. In the event such use is approved, the employee shall be reimbursed for the use of his

or her vehicle in accordance with the then established rate of reimbursement permitted and accepted by the applicable rules and regulations established by the Internal Revenue Service. The rate for reimbursement shall be set pursuant to IRS rules and shall be automatically changed during the term of this Agreement whenever there has been an adjustment in such rate of reimbursement.

H. Employees within the Department of Public Works and the Police Garage shall be supplied annually with appropriate safety boots to be utilized in connection with employment activities, at a safety boot allowance of \$100.00 per year. Beginning January 1, 2007 the stated safety boot allowance per year will be \$125.00.

ARTICLE XI

LONGEVITY

A. In addition to salaries, employees shall receive longevity as follows:

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

B. Longevity payments shall be made in a separate check on the first regular payday occurring within the month of December, each year.

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

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

ARTICLE XII

HOLIDAYS

A. The following days are recognized as paid holidays:

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

B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday.

Holidays which fall on a Sunday shall be celebrated on the following Monday. Holidays which fall on a Saturday when the preceding Friday was also a holiday shall be celebrated on the following Monday. Holidays which fall on a Sunday that are followed by a holiday on the following Monday shall be celebrated on the preceding Friday. When Christmas falls on a Saturday, the day after Christmas Holiday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated, at the employee's option, either immediately before or immediately after his vacation period. Communications Operators will work scheduled holidays and be given fourteen (14) floating holidays, taken at a time convenient to the Township and with the approval of the Director of Public Safety or Chief of Police. Any floating holiday unused within any calendar year will be payable to Communications Operators covered by this Agreement on or about January 15 of each succeeding year.

C. Emergency Medical Technicians will accrue holiday pay at 150 hours per year.

ARTICLE XIII

VACATIONS

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

<u>Years of Service</u>	<u>No. of Working Days Vacation</u>
Up to 1 year	1 day per month
After 1 through 5 years	12 days per year
6 through 9 years	13 days per year
10 through 14 years	15 days per year
15 through 19 years	16 days per year
After 20 years	20 days per year

B. Vacation leave for all Emergency Medical Technicians (EMT) shall be as follows:

Up to one (1) year	9 hours per month
After one (1) year through five (5) years	108 hours per year
Years six (6) through nine (9) years	117 hours per year
Years ten (10) through fourteen (14)	135 hours per year
Years fifteen (15) through nineteen (19)	144 hours per year
After twenty (20) years	180 hours per year

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

D. In the event that any employee is permanently separated from his employment

with the Township, he or she shall be required to pay back any vacation time taken and not earned.

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

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

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

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

I. Part-time permanent employees shall be entitled to vacation leave on a pro-rated basis, excluding EMT employees.

J. A maximum of one full time EMT employee may be granted time off during any shift period. With the approval of the EMT Chief one additional full time EMT employee may be granted time off provided that approval of the additional leave application does not create overtime.

ARTICLE XIV

PERSONAL DAYS

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

B. Permanent part-time employees shall be entitled to personal days of a pro-rated basis, excluding EMT employees.

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

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

E. Personal days may be taken in increments of one full day or one half day. A one half day increment for all employees except Communications Operators shall mean 3.5 hours, for Communications Operators on half day shall mean four (4) hours. No personal day shall be taken in an increment less than one half day. An employee who plans to use personal time shall notify the Department Head or his designated representative by telephone, in person, or by personal messenger, at least twenty-four (24) hours in advance, unless there is an unforeseen occurrence which necessitates the presence of the employee.

F. A maximum of one full time EMT employee may be granted time off during any shift period. With the approval of the EMT Chief one additional full time EMT employee may

be granted time off provided that approval of the additional leave application does not create overtime.

ARTICLE XV

SICK LEAVE

A. Permanent full-time employees shall be entitled to one (1) working day sick leave for each month of service from the date of permanent appointment up to and including December 31st next following such date of appointment and fifteen (15) sick leave days for each calendar year thereafter. EMT employees will accrue sick leave at 132 hours per year.

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

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

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

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

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

G. An employee who has been absent on sick leave for periods totaling more than

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

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

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

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

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

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

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

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

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

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

Q. In the event that an employee having thirty (30) years of service to the Township retires, that employee shall, upon retirement, be entitled to compensation for all unused sick days at a rate of fifty percent (50%) of the then established salary for that employee.

ARTICLE XVI

WORKERS' COMPENSATION

A. In the event an employee becomes disabled by reason of a work related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for a period of up to eight (8) months.

B. Any employee who is injured, whether slight or severe, while working, should make an immediate report prior to the end of the shift thereof, if possible, to the immediate supervisor.

Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

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

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

E. The employee shall surrender and deliver any compensation, disability or other payments to the Township and receive his entire salary payment.

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

ARTICLE XVII

BEREAVEMENT LEAVE

A. In the event of the death of the employee's spouse or child, permanent employees shall be granted time off without loss of pay from the date of death or the day of the funeral, bereavement leave of up to ten (10) working days.

B. In the event of the death of the employee's father or mother, permanent employees shall be granted time off without loss of pay from the day of death or the day of the funeral, bereavement leave not to exceed five (5) working days.

C. In the event of the death of the employee's grandchild, the permanent employee shall be granted time off without loss of pay from the day of death or the day of the funeral, bereavement leave not to exceed three (3) working days.

D. In the event of the death of the employee's brother, sister, grandparent, mother-in-law and/or father-in-law, the permanent employee shall be granted time off without loss of pay from the day of death or the day of the funeral, bereavement leave not to exceed two (2) working days.

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

ARTICLE XVIII

MILITARY LEAVE

A. Military Leave shall be granted in accordance with Department of Personnel Rules and Regulations.

ARTICLE XIX

SPECIAL LEAVE OF ABSENCE

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

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

ARTICLE XX

UNION BUSINESS LEAVE

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

B. During the term of this contract, one (1) member of the Local shall be permitted not more than four (4) work days off per year, with pay, for the purpose of attending AFSCME educational seminars. At least one (1) week's notice shall be provided to the Township prior to the utilization of this educational seminar leave.

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

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

E. Whenever any Township employees, who are also representatives of the Union, are mutually scheduled to participate during working hours in negotiations, conferences or meetings, such employees shall suffer no loss in regular pay nor be charged for sick leave or vacation leave. In addition, during the term of this contract, any Union member who is a member

of the bargaining team for the Union shall have an adjustment in their work schedule during the period of contract negotiations, to permit that employee to participate in contract negotiations during work hours.

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

ARTICLE XXI

JURY LEAVE

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

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

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

3. A regular full-time employee working a shift other than the day shift will be reassigned to the day shift when called for jury duty.

ARTICLE XXII

LEAVE

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

ARTICLE XXIII

LEAVES OF ABSENCE

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

B. In the event an employee is required to appear in court or before a judicial body either voluntarily or by subpoena on an issue relating to a matter arising out of the employee's performance of his or her duties, except for those matters initiated by the employee against the Township, the employee will be granted time off with pay. Employees scheduled to appear in court or before a judicial body outside the employee's normal workshift will be required to clock in and out to receive compensation.

ARTICLE XXIV

HEALTH AND MEDICAL BENEFITS

- A. Each Employee and/or his/her family shall receive the following coverage's:
1. A PPO plan as presently provided by the Township with the following changes in deductibles and maximum exposure amounts for supplemental and out of network services.
 - A. A deductible of \$500/750
 - B. \$10,000/20,000 maximum exposure to a 20% co-insurance payment.
 2. A P.O.S. plan as a coverage option.
- B. The cost of said hospitalization and medical-surgical insurance shall be borne by the Township of Pennsauken.
- C. Each Employee and his/her family shall receive a Dental Program and Eyeglass Program and a \$7.00 generic drug/\$15.00 non-generic drug Co-Pay Prescription program with the following exclusions: medications or drugs prescribed for the following conditions will no longer be covered (1) obesity, (2) smoking cessation and (3) fertility. The said program is to be adopted by mutual agreement of both parties concerned. No deletions or changes in this program will be made without the consent of both parties concerned.
- D. The cost of the said dental plan, eyeglass plan and co-pay prescription plan (after co-payment of \$7.00 generic drug/\$15.00 non-generic drug by the employee) shall be borne by the Township of Pennsauken.

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

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

G. The Township has the right during the term of this contract, after notice to the Union, to institute programs of pre-certification and case management so long as the level and scope of benefits are not affected.

ARTICLE XXV

BULLETIN BOARDS

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

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

ARTICLE XXVI

SENIORITY

- A. Seniority is defined as an employee's total length of service with the Township, beginning with his original date of employment.
- B. An employee having broken service with the Township (as distinguished from an authorized leave of absence) shall not accrue seniority credits for the time he was not employed by the Township.
- C. If a question rises concerning two or more employees who were hired on the same date, the following shall apply: if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Township's payroll records. If hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order (of the employee's name).
- D. 1. The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of the same to the Union upon reasonable request.
2. The Union will be given adequate notification of any new or additional positions created with the Township.
- E. In cases of promotions, layoffs, recalls, vacation schedules or other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the

work involved.

ARTICLE XXVII
SAFETY AND HEALTH

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

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

B. The Township and the Union shall designate a safety committee for each unit of representation. It shall be their joint responsibility to investigate and correct unsafe and unhealthy conditions. They shall meet periodically, as necessary, to review conditions in general and to make appropriate recommendations to either or both parties. The safety committee member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Township's facilities, where employees covered by this Agreement perform their duties, for the purpose of inspections on safety and health conditions. Said inspections shall be conducted during working hours with no loss of pay for a period not to exceed one (1) hour per day, unless additional time is specifically requested and authorized by the Township.

C. The parties recognize that the subject of minimum manning is a non-negotiable

subject. However, the Township agrees that whenever possible as determined solely by the Township, for the purpose of safety, two (2) men shall be assigned to each truck used for salting, sanding and/or plowing of roads as related to snow and ice removal.

D. The Infectious Control Officer, Chief of the EMT's shall maintain a separate file to be known as the "Communicable Disease File" in which members responding to fire rescue EMT emergencies in which contact and/or working in close proximity to victims and their body fluids shall be the member's responsibility to notify the officer in charge and complete the Communicable Disease form. If an employee is diagnosed with the AIDS/HIV, HEPATITIS or any other communicable disease this form shall serve as the official incident report for determining compensability under New Jersey State workers compensation law.

E. Vaccines that are available as of the signing of this contract and in the future shall be offered to all EMT employees at the Township's expense.

ARTICLE XXVIII

DISCIPLINE

A. Discipline may include the following disciplinary actions:

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

B. No employee shall be disciplined without just cause.

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

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

ARTICLE XXIX

GENERAL PROVISIONS

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

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

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

D. 1. Communication Operators and EMT's may be granted an exchange of hours, duty days or days off by the appropriate department head. Such request shall be granted on a uniform basis with standard rules and regulations applying to all employees who make this request. Such requests shall not be unreasonably or arbitrarily denied. Subject to the manpower requirements, Communications Operators and EMT's may request permission to exchange hours of duty or days off with another Communications Operator or EMT who is agreeable to make such change. The Township shall not be obligated to pay any overtime by virtue of such exchange.

2. It is understood, and agreed that all exchanges of hours, duty days, or days off shall be done voluntarily by the employees involved; shall be for the employees' personal benefit and not the Township's; and that the exchange of hours, duty days or days off must be

paid back within twelve (12) months. A record of all exchanges shall be maintained by the Township. The Township and the Union understand and agree that all time worked pursuant to an exchange shall not constitute "compensable hours" for the purposes of overtime pursuant to the Fair Labor Standards Act.

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

F. An employee is to be served in writing within five (5) working days of knowledge of an infraction or violation, unless additional time is necessary, not to exceed thirty (30) days, to complete an investigation of the alleged infraction or violation. If action is not taken against the employee within the allotted time, then the alleged violation or infraction must be dropped, and no action can be taken against such employee.

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

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

I. After ninety (90) days' probation from the date of hire, promotion or upgrading, an

employee will be notified as to permanent status. If not permanent, a written explanation shall be sent to the employee from the Administrator's office.

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

K. During the term of this contract, the Township or the Union may request a labor-management conference on a not more than semi-annual basis. A request for a labor-management conference must be made at least two (2) weeks in advance and the notice must contain an agenda for the proposed meeting. The party receiving the notice of a labor-management conference may then, add items to the agenda on not less than one (1) week's notice to the party requesting the conference. This provision is not to be interpreted to impede or replace normal, necessary informal or formal communications between the parties regarding matters of mutual concern, but is intended to facilitate more open and regular communications in the interest of labor/management harmony.

L. Except for salary increases set forth herein, all provisions of this Agreement shall become effective upon execution of this contract by both parties.

M. This contract shall supersede any general orders, Department Rules and Regulations, or Township Ordinances, but shall be in conjunction with Department of Personnel Rules and Regulations.

N. The Township shall pay all fee costs incurred by an employee for the purpose of maintaining required licenses or certifications.

O. The Township agrees to reimburse union members for tuition upon satisfactory

completion of courses approved in advance by the Township Administrator leading to advancement or improvement in the employee's field.

P. Workshops, seminars and recertification courses required by the State and approved in advance by the Township Administrator that occur during the regular hours of the employees work day shall be done s without loss of pay.

ARTICLE XXX

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXXI

FULLY-BARGAINED AGREEMENT

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

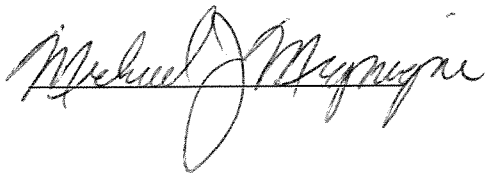
ARTICLE XXXII

DURATION OF AGREEMENT


A. This Agreement shall be in full force and effect as of its execution and shall remain in effect to and including December 31, 2009, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Pennsauken, New Jersey, on this 15th day of MAY, 2006.

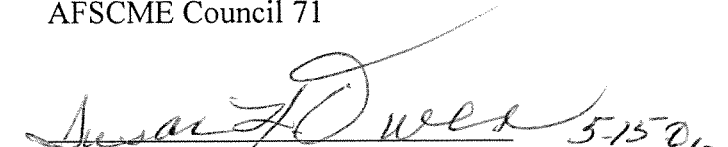
WITNESS:



LOCAL 2278, AFSCME:


By: Keith Hall, President

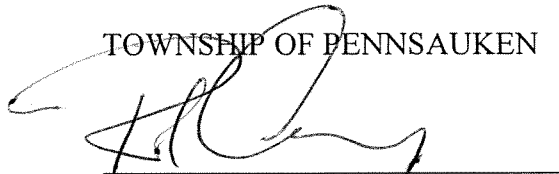
AFSCME Council 71


By: Susan Owen
Staff Representative

WITNESS:



TOWNSHIP OF PENNSAUKEN


By: Robert Cummings
Administrator

SCHEDULE A

FULL-TIME CLASSIFIED POSITIONS

<u>POSITION</u>	<u>PAYABLE</u>	<u>SALARY GRADE</u>
ACCOUNT CLERK (TYPING)	WEEKLY	2
ASSISTANT TAX ASSESSOR	WEEKLY	11
ASSISTANT VIOLATIONS CLERK	WEEKLY	6
ASST. VIOLATIONS CLERK TYPING	WEEKLY	6
BUILDING MAINTENANCE WORKER	WEEKLY	1
BUILDING SERVICE WORKER	WEEKLY	1
CASHIER	WEEKLY	6
CASHIER TYPING	WEEKLY	6
CLERK	WEEKLY	2
CLERK STENOGRAPHER	WEEKLY	3
CLERK TYPIST	WEEKLY	2
CODE ENFORCEMENT OFFICER	WEEKLY	7
COMMUNICATIONS OPERATOR	WEEKLY	9
COMMUNICATIONS OPERATOR TRAINEE	WEEKLY	2
DATA ENTRY MACHINE OPERATOR	WEEKLY	6
EQUIPMENT OPERATOR	WEEKLY	6
EQUIPMENT OPERATOR, SWEEPER	WEEKLY	7
HEAVY EQUIPMENT OPERATOR	WEEKLY	7

LABORER	WEEKLY	4
LABORER, HEAVY	WEEKLY	5
MAINTENANCE REPAIRER	WEEKLY	6
MECHANIC	WEEKLY	10
MECHANIC'S HELPER	WEEKLY	7
MECHANIC DIESEL/MECHANIC HYDRAULICS	WEEKLY	14
MECHANIC REPAIRER/LIGHT EQUIPMENT	WEEKLY	10
OMNIBUS OPERATOR	WEEKLY	1
POLICE RECORDS CLERK	WEEKLY	4
PRINCIPAL ACCOUNT CLERK/ PURCHASING	WEEKLY	14
PRINCIPAL ACCOUNT CLERK (TYPING)	WEEKLY	8
PRINCIPAL ASSESSING CLERK	WEEKLY	10
PRINCIPAL CASHIER TYPING	WEEKLY	8
PRINCIPAL CLERK STENOGRAPHER	WEEKLY	8
PRINCIPAL CLERK TRANSCRIBER	WEEKLY	8
PRINCIPAL CLERK TYPIST	WEEKLY	6
PRINCIPAL DATA ENTRY MACHINE OPERATOR	WEEKLY	8
PRINCIPAL DATA ENTRY MACHINE OPERATING TYPING	WEEKLY	8
SECRETARIAL ASSISTANT (TYPING)	WEEKLY	8
SENIOR ACCOUNT CLERK	WEEKLY	6

SENIOR CASHIER	WEEKLY	7
SENIOR CASHIER, TYPING	WEEKLY	7
SENIOR CLERK	WEEKLY	4
SENIOR CLERK STENOGRAPHER	WEEKLY	5
SENIOR CLERK TRANSCRIBER	WEEKLY	5
SENIOR CLERK TYPIST	WEEKLY	4
SENIOR CODE ENFORCEMENT OFFICER	WEEKLY	14
SENIOR DATA ENTRY MACHINE OPERATOR	WEEKLY	7
SENIOR DATA ENTRY MACHINE OPERATOR TYPING	WEEKLY	7
SENIOR MAINTENANCE REPAIRER	WEEKLY	6
SENIOR OMNIBUS OPERATOR	WEEKLY	6
SENIOR POLICE RECORDS CLERK	WEEKLY	6
SENIOR STATISTICAL TYPIST	WEEKLY	6
SENIOR TREE TRIMMER	WEEKLY	10
STATISTICAL TYPIST	WEEKLY	4
SUPERVISING ACCOUNT CLERK	WEEKLY	11
SUPERVISING EQUIPMENT OPERATOR	WEEKLY	12
SUPERVISING CLERK TRANSCRIBER	WEEKLY	10
TECHNICAL ASSISTANT, OFFICE OF THE CONSTRUCTION OFFICIAL	WEEKLY	8
TELEPHONE OPERATOR	WEEKLY	4

TRAFFIC MAINTENANCE WORKER	WEEKLY	4
TREE TRIMMER	WEEKLY	7
TRUCK DRIVER	WEEKLY	5
TRUCK DRIVER, HEAVY	WEEKLY	6
VIOLATIONS CLERK	WEEKLY	8

EMERGENCY MEDICAL TECHNICIANS
SALARY PAY SCALE

2006

Step 1	\$35,138
Step 2	\$37,209
Step 3	\$39,267
Step 4	\$41,331
Step 5	\$42,920
Step 6	\$44,534
Step 7	\$46,053
Step 8	\$47,618

2007

Step 1	\$36,508
Step 2	\$37,990
Step 3	\$40,092
Step 4	\$42,199
Step 5	\$43,821
Step 6	\$45,469
Step 7	\$47,020
Step 8	\$48,618

2008

Step 1	\$37,238
Step 2	\$38,750
Step 3	\$40,894
Step 4	\$43,043
Step 5	\$44,697
Step 6	\$46,378
Step 7	\$47,960
Step 8	\$49,590

2009

Step 1	\$38,727
Step 2	\$39,525
Step 3	\$41,712
Step 4	\$43,904
Step 5	\$45,591
Step 6	\$47,306
Step 7	\$48,919
Step 8	\$50,582

EMERGENCY MEDICAL TECHNICIANS SUPERVISORS
SALARY PAY SCALE

2006	
Step 1	\$47,619.20
Step 2	\$49,100.50
Step 3	\$50,581.80
Step 4	\$51,745.39
Step 5	\$53,659.96
Step 6	\$55,806.36
Step 7	\$58,038.61
Step 8	\$60,360.14

2007	
Step 1	\$49,476.35
Step 2	\$51,015.42
Step 3	\$52,554.49
Step 4	\$52,832.04
Step 5	\$54,786.82
Step 6	\$56,978.29
Step 7	\$59,257.42
Step 8	\$61,627.70

2008	
Step 1	\$50,465.88
Step 2	\$52,035.73
Step 3	\$53,605.58
Step 4	\$53,888.68
Step 5	\$55,882.56
Step 6	\$58,117.86
Step 7	\$60,442.57
Step 8	\$62,860.25

2009	
Step 1	\$52,484.52
Step 2	\$54,117.16
Step 3	\$54,677.69
Step 4	\$55,749.80
Step 5	\$57,000.21
Step 6	\$59,280.22
Step 7	\$61,651.42
Step 8	\$64,117.46