

Contract # 42

AGREEMENT BETWEEN

THE TOWNSHIP OF SOUTH BRUNSWICK AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO, LOCAL 2242

JANUARY 1, 1991 - DECEMBER 31, 1993

LAW OFFICES:

RUDERMAN & GLICKMAN
56 Park Place
Newark, NJ 07102
(201) 624-7755

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ARTICLE 1

PREAMBLE

The purpose of this Agreement entered into this 14 day of June 1991, between the Township of South Brunswick, hereafter referred to as the Township, and the American Federation of State, County, and Municipal Employees, AFL-CIO, Local 2242 of Council 73, South Brunswick Township Employees, hereafter referred to as the Union, is to promote and insure harmonious relations, cooperation, communication and understanding between the Township and the Union, for the purposes of collective negotiations with respect to compensation, hours of work and other conditions of employment as herein provided.

The following terms used throughout this Agreement are defined as follows:

- A. ADMINISTRATOR: The Township Administrator.
- B. EMPLOYEE: The employees of the various Departments covered by this Agreement.
- C. PERC: The Public Employment Relations Commission, State of New Jersey.
- D. PPPM: The Personnel Policy Procedures Manual of the Township.
- E. SENIORITY: The employee's most recent period of continuous service within the Unit.
- F. TOWNSHIP: The Township of South Brunswick.
- G. UNION: The South Brunswick Employees Local 2242.

ARTICLE 2
RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all permanent full-time and permanent part-time listed in Appendix A. Temporary full-time, temporary part-time, seasonal employees, all other employees, supervisors, confidential employees, managerial and police employees as defined by PERC and as stated in the Certification of Representation are not covered by this agreement.

B. Temporary full-time employees are hired for full-time work for a period of limited duration not to exceed four (4) months. Temporary part-time employees work on the average less than 1/2 the prescribed number of hours per week in a position, for a limited period of time (not to exceed four (4) months). The Township shall notify the Union if the Township finds it necessary to extend employment for another four (4) months, or part thereof, and shall state its reasons.

ARTICLE 3
DUES CHECKOFF

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement, dues for the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office by the end of the next month on or before the fifteenth (15th) day of the following month in which deductions were made.

B. The Township shall notify the President of the Union of all newly hired employees eligible for membership in the Union.

C. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Township written notice, prior to the effective date of such change.

D. The Union will provide the necessary check off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated Township officials, as provided in N.J.S.A. 52:14-15(e), as amended. The authorization to deduct full Union dues may be revoked by an employee at any time, and full dues shall terminate January 1, or July 1, whichever date occurring first after notice of termination.

E. 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 days (30) days of initial employment within the Unit, and any employee previously employed with the Unit who does not join within ten (10) days of reentry into employment with 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. The Union's entitlement to the Representation 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 in this provision by a successor Agreement between the Union and the Township.

F. The Union shall indemnify, defend and save 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 on reliance upon the salary deduction authorization cards submitted by the Union to the Township and/or that may arise by reason of action taken by the Township in the salary deduction of eighty five percent (85%) of Union dues for employees who are not members of the Union.

ARTICLE 4
MANAGEMENT RIGHTS

There are no provisions in the Agreement that shall be deemed to limit or curtail the Township in any way in the exercise of the rights, powers, and authority which the Township had prior to the effective date of this contract unless and only to the extent that provisions of the Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Township's rights, power and authority include, but are not limited to: The right to manage its operation; direct, select, decrease and increase the work force including hiring, promotion, demotion, transfer, suspension, discharge, or layoff; the right to make all plans and decisions on all matters involving its operation; the extent to which any department thereof shall be operated; the conditions thereto; replacements, curtailments, or transfers thereof; removal of equipment; outside purchases of products or services; the scheduling of operations; means and processes of operations; materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change standards and performance; determine qualifications of employees; regulate and ensure quality and quality in performance; and to run the department efficiently. The Township recognizes that all the aforesaid rights shall be

exercised reasonably in accordance with the Agreement and for good cause.

ARTICLE 5

CONTINUANCE OF OPERATIONS

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

B. In light of the foregoing and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances arising under this Agreement, as well as the Personnel Policy and Procedures Manual, and that procedure exists for obtaining a new Agreement, the Union covenants and agrees for itself and all bargaining unit employees during the term of the Agreement that the Union and employees shall not engage in any conduct which has as its purpose the hampering of Township operations. The Union further covenants and agrees that during the terms of this Agreement, neither it nor any individual member or members acting on its behalf will cause, authorize or support or take part in any strike or such related activities as mass resignation, mass absenteeism, work stoppage, slow down, walk out, or other job action against the Township.

C. Nothing contained in this Agreement shall preclude the Township from taking disciplinary action against any employee participating in such activities as described herein and such disciplinary action shall include possible discharge. Nothing contained in this Agreement shall be construed to limit or

restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such a breach by the Union or its members.

D. The Township agrees that no lockout against any or all employees shall take place during the lifetime of this Agreement.

ARTICLE 6

SALARY

A. Effective January 1, 1991, all employees shall receive a five one-half percent (5 1/2%) wage increase. The increase shall be computed on the employee's December 31, 1990, base salary.

B. Effective January 1, 1992, all employees shall receive a five and one-half percent (5 1/2%) wage increase. The increase shall be computed on the employee's December 31, 1991, base salary.

C. Effective January 1, 1993, all employees shall receive a five and one-half percent (5 1/2%) wage increase. The increase shall be computed on the employee's December 31, 1992, base salary.

D. The Township may hire all new employees at no less than the minimum salary for that job title. New employees may be hired above the minimum in accordance with the PPPM where experience and/or education warrant same.

E. Adjustment in pay due to promotion shall not be used in any way to reduce the amount of the across the board salary increase.

F. Salary is to be paid every other Friday.

G. SENIOR POSITION: 1. Employees who have attained at least three (3) years of service in a position and have been at the top of the salary range for at least three years in that position, shall advance to the "Senior" position the January 1 following their meeting the criteria. The salary/wage differential for the

"Senior" position shall be four and one-half (4 1/2) percent of the top of the range for the particular position.

2. If an employee does not get an entire merit increase because such increase would exceed the employer's maximum salary range the year of this partial merit increase shall count as the first year toward the senior position. This exception is not applicable if employee fails to get maximum merit increase due to failure to meet employer set criteria on the date of the merit salary increase.

ARTICLE 7

LONGEVITY

A. All bargaining unit members hired before January 1, 1983 shall continue being covered by the longevity plan, commencing upon anniversary date, described in the Personnel Policies and Procedures Manual with the exception that no employee shall be entitled to receive more than Five Thousand Dollars (\$5,000) in any given year.

B. Employees hired after January 1, 1983, shall be subject to the following longevity plan:

Longevity Schedule

1. After completion of five (5) years commencing upon anniversary date through ten (10) years - Five Hundred Dollars (\$550) per year. (1992 - \$600.00; 1993 - \$650.00)
2. After completion of ten (10) years through fifteen (15) years - One Thousand Dollars (\$1,000) per year.
3. After completion of fifteen (15) years through twenty (20) years - One Thousand Five Hundred Dollars (\$1,500) per year.
4. After completion of twenty (20) years through twenty-five (25) years - Two Thousand Dollars (\$2,000) per year.
5. After completion of twenty five (25) years through thirty (30) years - Two Thousand Five Hundred Dollars (\$2,500) per year.

6. After completion of thirty (30) years - Three Thousand Five Hundred Dollars (\$3,500) per year.
- C. All payments shall be pro-rated in paychecks.

ARTICLE 8

MERIT/STEP INCREASES

A. All eligible employees within the Union shall receive a merit/step increase of up to three (3) per cent for those earning less than \$26,000.00 or up to \$750.00 for those earning more than \$26,000.00 in addition to the negotiated increase. A copy of these standards for merit/step increases will be given to each employee.

B. Procedures for administering merit step increases are as follows:

1. NEW EMPLOYEES: If an employee is hired after January 1 of any given year, and before July 1, that employee is eligible for a merit/step increase as of the following January 1. If an employee is hired on or after July 1 of any given year, that employee is eligible for a merit/step increase as of the following July 1. Following one full year of employment, the employee shall be eligible for a merit/step increase as of January 1.

2. EXISTING EMPLOYEES: Employees earning the maximum salary allowed in their job classification, are not eligible for a merit/step increase.

3. EMPLOYEES APPROACHING MAXIMUM OF RANGE. If an employee is less than three (3) per cent below their maximum salary, the merit/step increase granted shall not exceed the maximum salary.

4. PROMOTED EMPLOYEES: An employee receiving a promotion shall be eligible for a merit/step increase pursuant to the following conditions:

a. If the employee was at maximum salary prior to the promotion, he/she shall not receive a merit/step increase until the following January 1 or completion of the six month probationary period, WHICHEVER OCCURS LATER.

b. If the employee was not at maximum and had received a full increase including the merit/step increase prior to the promotion, he/she shall not receive an additional step increase until the following January 1 or the satisfactory completion of the six (6) month probationary period, WHICHEVER OCCURS LATER.

5. The Township agrees to establish a committee comprised of AFSCME and Township officials to review merit system, procedure, standards and criteria. If a significant number of employees fail to receive maximum merit increase as specified in paragraph A, the Committee will investigate process for inconsistent and/or unfair evaluations. If appropriate, the Committee will have an opportunity to develop new evaluation forms. The Township will make every effort to guarantee consistency among the various departments as well as guarantee that all eligible employees will receive merit increase.

6. If the employee promoted has received less than a full merit/step increase prior to the promotion, he/she shall receive the balance of the percentage due on the merit/step increase providing the promotion occurred before July 1. If the promotion

occurs after July 1, he/she shall be eligible for a merit/step increase six months following the date of the promotion.

ARTICLE 9

HOURS OF WORK

The normal work week for the bargaining unit shall be thirty five (35) hours, exclusive of the daily one hour for lunch.

The switchboard operator and the dispatchers shall be guaranteed coverage to enable them to take two fifteen (15) minute breaks during their hours of work.

ARTICLE 10

COMPENSATORY TIME, OVERTIME, EMERGENCY CALLOUTS

A. Compensatory time up to a maximum of one hour per week day may be earned by employee. This compensatory time may be taken within a six (6) month period with approval of Department Head.

B. All time worked after eight (8) hours during the employee's work day shall be computed at the overtime rate of one and one-half times the employee's hourly rate. Work on weekends and holidays shall be computed at the overtime rate of one and one-half times the employee's hourly rate.

C. If an employee is called out to respond to an emergency situation, the employee shall be paid a minimum of three hours at the employee's straight time hourly rate except as noted in paragraph B. The employer retains the right to keep the employee for the full call-out period. This paragraph is only applicable to situations where the call-back is not contiguous on front or back side with employee's workday.

D. An employee donating blood during work hours as part of the Township blood drive, shall be permitted to take two hours of comp time as scheduled and approved by the Department Head.

ARTICLE 11

JOB BIDDING AND PROMOTIONS

A. All new and vacant positions which are to be filled must be posted within all departments for five consecutive days. Job Qualifications shall be part of the job posting and shall clearly state the qualifications for the position.

B. All employees may bid on vacant positions. Seniority may or may not be a criteria for promotion. Any employee may request in writing reasons why they were not chosen, if he/she have more seniority than the person selected.

C. Employees on layoff shall be eligible to bid on job openings.

D. Any employee promoted into a position with a higher job range shall receive a five percent (5%) increase in his/her annual base salary at the time of appointment. If five percent (5%) does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

ARTICLE 12

PART-TIME EMPLOYEES

Permanent part-time employees shall receive the benefits provided for regular Township employees in the areas of holidays, sick leave and vacation leave at a pro ration equal to the percentage of time they normally work. They shall receive full Township medical, dental and optical benefits for themselves, i.e. single coverage.

ARTICLE 13

MEDICAL BENEFITS

A. Bargaining unit members shall receive the Garden State Policy for in-patient hospital care, and the Traveler's Insurance Company for out-patient, major medical, and accident insurance. Bargaining unit members shall receive Dental Care Program provided by the New Jersey Dental Service Plan, Inc. and the Blue Cross Prescription Program. The current Vision Care Program in effect as of December 31, 1987 shall continue in full force and effect. A Fifteen Dollar (\$15) benefit shall be prepared to defray the cost of a glaucoma test if not included as part of a regular eye exam. Employees electing a health benefit package other than the Township's such as HMO or RCHP, or any similar authorized plan, are required to pay for any additional premium over and above premium associated with the Township's health benefits package.

B. The Township may change these plans and vendors provided that the overall benefit level remains the same or is improved.

C. In the event of the death of an employee, the Township agrees to continue to pay the premium for the health plan for a period of two (2) years or until the spouse remarries, whichever occurs first.

D. Retirees have the option of continuing insurance coverage by paying the Township the amount of the premium required to continue coverage. It is understood the Township will provide

this benefit contingent upon the insurance carrier permitting same.

E. Each employee of the unit shall be eligible to receive a personal physical examination by a physician of his/her choice on a bi-annual basis. An employee exercising the benefit shall receive reimbursement of the cost of the physical, but not to exceed \$150.00, providing proof of the examination is provided, with results if requested, and a statement evidencing the cost of the physical. This employee shall submit medical papers to the Township carrier.

F. Effective July 1, 1991 the co-pay for prescription shall be increase to \$3.00.

G. Effective upon signing of this Agreement the Township agrees to work with AFSCME to implement a disability plan. The Township's contribution to this plan is capped at \$6.50 per month.

ARTICLE 14
PERSONAL DAYS

All bargaining unit members shall receive three (3) personal days each year. A request for a personal day shall be submitted in writing to the supervisor at least three (3) days in advance. However, in cases of emergency, an employee may call in to the supervisor that he/she is taking a personal day.

ARTICLE 15

HOLIDAYS

A. The Township hereby designates the following holidays:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Election Day

Thanksgiving Day

Friday following Thanksgiving

Christmas Day

Floating Holiday (designated by the Township Committee)

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

C. Should an official holiday occur while an employee is on sick or vacation leave the employee shall not have that holiday charged against sick or vacation leave.

D. If a dispatcher requests it, the holiday may be celebrated at a different day than the regularly scheduled day, with the approval of the supervisor.

ARTICLE 16

VACATION

A. Full-time permanent employees shall be granted a vacation leave, with pay, each year, in accordance with the following schedule.

1. Employees with five (5) or less years service shall earn one working day of vacation for each month of service.

2. Employees, upon completion of five (5) years of service, shall be entitled to annual working days of vacation leave as follows:

a. From five (5) years of service to completion of ten (10) years - seventeen (17) days

b. From completion of ten (10) years to completion of fifteen (15) years - nineteen (19) days

c. From completion of fifteen (15) years to completion of twenty (20) years - twenty-one (21) days

d. From completion of twenty (20) years to completion of twenty-five (25) years - twenty-three (23) days

e. From completion of twenty-five (25) years on - twenty-five (25) days

B. Employees will be allowed to carry over up to ten (10) earned and accumulated vacation days into the next calendar year with written approval of Administrator or Designee.

C. In no event shall an employee be entitled to earn more than twenty five (25) days of vacation leave per year.

D. The provisions of the Vacation Leave Policy, as provided in the PPPM, shall apply where applicable.

E. Vacation shall be pro-rated during first year and last year of service.

F. Employees will not be eligible to use days during probationary period.

G. Employees on paid or unpaid leave for more than thirty (30) days shall have vacation pro-rated for time absent.

ARTICLE 17

BEREAVEMENT LEAVE

A. Each bargaining unit member may be granted time off, upon notification of such employee's department head, with pay, not to exceed five (5) days for the death of a spouse or child.

B. Each bargaining unit member may be granted time off, with pay, not to exceed four (4) days in the event of a death in his/her immediate family. The term "immediate family" for the purpose of this policy shall mean the father or mother, brother or sister, current mother-in-law or current father-in-law, current brother-in-law or current sister-in-law, and grandparents and grandchildren of the employee.

C. Reasonable verification of the death may be required by the employer.

D. After the expiration of the bereavement leave the employee has the option of using accumulated vacation and personal days in order to extend his/her time off, due to extenuating circumstances resulting from the death of a spouse or child. If the employee has four or less days remaining he/she shall have the right to charge against next year's vacation and personal days entitlement, as selected by the employee upon application for same.

E. If an employee terminates his/her employment with the Township, the Township may deduct from his/her last paycheck any advance leave days that the employee has taken but not earned.

If any balance remains the Township may collect same utilizing all remedies available to it.

ARTICLE 18

GRIEVANCE PROCEDURE

A. A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violations (alleged or otherwise) of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinances and/or statute which actually affects working conditions.

B. A grievant is defined as any individual or entity which has been, is being, or may be affected by any issue, or controversy, or dispute, or application, as indicated in the definition of a grievance. The Union may initiate or file a grievance on behalf of an injured or unavailable employee.

C. When disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during (or in the course of) a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to the employee during the pendency of any disciplinary proceedings.

D. Grievances, disputes or controversies which may arise shall be resolved in the following manner:

1. A written grievance shall meet the following specifications:

(a) It shall be specific.

(b) It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.

(c) It shall specify the section of the Agreement, or rule, or regulation, or statute, or ordinance, which has been allegedly violated, misapplied, or as to which the dispute arises.

(d) It shall state the relief requested.

(e) It shall contain the date of the alleged dispute, controversy, or issue.

(f) It shall be signed by the grievant.

2. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

3. The "Step Procedure" will be as follows:

STEP ONE: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he/she knew, or should have known, of its existence, the aggrieved employee shall discuss his complaint with his immediate supervisor. It shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven calendar days, signed by the aggrieved, and

submitted to the immediate supervisor at Step One. In no event shall a grievance be initiated more than twenty (20) calendar days after its occurrence, or more than twenty (20) calendar days after the grievant first knew, or should have known, of its existence. The supervisor shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance, or written response, may be waived by mutual agreement. In the event the supervisor is the department head the grievance shall commence at Step Two.

STEP TWO: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, the grievance shall then be submitted in writing, by the grievant, to the department head (with a copy to the Township Administrator). The department head shall submit his answer to the grievant within seven (7) calendar days. This time limit may be waived by mutual agreement.

STEP THREE: In the event the grievance shall not have been resolved at Step Two, or if no written response from the department head is received by the grievant, then the grievance shall be submitted to the Township Administrator by the grievant. The Township Administrator shall investigate and report his findings and recommendations, in writing, within seven (7) calendar days, to the grievant, the department head, and the attorney or representative of the grievant (if any).

1. Any employee grievance will be filed with the Union President at Step Three. The Union President shall respond, in writing, within seven (7) calendar days, to the Township Administrator. The times indicated may be extended by mutual agreement.

2. Following the submission of the Township Administrator's written answer, or the Union President's (as also indicated in Step Three for employee grievances) matters which are unresolved shall be discussed at a meeting between the parties, during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

STEP FOUR: If a grievance has not been resolved at Step Three, then the union shall have the right to present to the Township Committee the reasons for hearing the grievance. The Township Committee shall retain the right to waive this step of the grievance procedure, and the union can proceed to arbitration. If the Committee chooses to hear the grievance, then the Committee shall schedule and hold a plenary hearing within twenty one (21) days of the receipt of the grievance from the Township Administrator. The Township Committee shall hear the matter and render its decision within fourteen (14) days of the completion of the hearing. The Township Committee shall notify all parties of the date, time, and place of the hearing within ten (10) days prior to the scheduled hearing date. All parties may be represented by an attorney during the plenary hearing. The times indicated may be waived or extended by mutual agreement. All

decisions of the Township Committee shall be by a majority vote.

STEP FIVE: In the event the grievance shall not have been resolved at Step Four, and in the event of an employee grievance - Step Three, then the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State constitutional issues or civil rights questions, the grievant shall have the right to seek a resolution of his grievance either at binding arbitration or in the courts. In all respects the initiation of binding arbitration or court process shall begin within forty-five (45) days after receipt of a written resolution from the Township Committee, which Resolution shall embody the decision of the Committee.

4. Arbitration:

(a) Arbitration requests shall be directed to the Public Employment Relations Commission, subject to the rules then existing of such agency. The aggrieved party shall send the other party a copy on his request. The request shall specify the particulars of the grievance and the Agreement provision(s) allegedly violated.

(b) The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.

(c) The arbitrator shall hold the hearing at a time and place convenient to the parties. The arbitrator shall issue his decision within twenty one (21) days after the close of the hearing. The decision of the arbitrator shall be served upon the

employee aggrieved, the employee's representative, the Township, and the Union, in writing.

1. In the event a disagreement exists regarding whether an issue is arbitrable, the arbitrator shall make preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a preliminary determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

(d) Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed as to limit the submission of proofs by the parties.

(e) An arbitrator shall 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 shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall not submit observations or declarations of his opinions which are not relevant in reaching the determination. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of the

Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement, except as provided within the Agreement. The arbitrator shall not have the authority to add to or subtract from or modify any of the terms of this Agreement or to limit or impair any right that is reserved to the Township or the Union or employee, or to establish or change any wage or rate of pay that has been agreed to in this Agreement, except where the arbitrator finds that a clause in this Agreement is illegal or unconstitutional.

(f) The Union may not withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings except with prejudice, unless the Township shall consent that such withdrawal or discontinuance is without prejudice.

(g) The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.

(h) The expense of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.

(i) If the Public Employment Relations Commission is abolished, or its mission substantially changed to the extent of it handling arbitrable matters, the parties shall meet to agree upon another method for choosing an arbitrator.

5. General Provision and Exceptions to the Grievance Procedure:

(a) No grievance settlement reached under the terms of the Agreement shall add to, subtract from, or modify the terms of the Agreement.

(b) Grievance resolutions or decisions at Step One through Step Four shall not constitute a precedent in any arbitration or other proceeding unless a specific Agreement to that effect is made by the Township and the Union.

(c) Where a grievance involves, exclusively, an alleged error in calculation of salary payment, the grievance may be timely filed within thirty (30) days of the time the individual should reasonably have known of its occurrence.

(d) Where a grievance has been previously submitted in writing, and the grievant requires time to investigate such grievance to achieve an understanding of a specific work problem during working hours, the grievant or a representative of the Union may be granted permission and reasonable time to a limit of four (4) hours to investigate, without loss of pay. Such time release shall not be unreasonably withheld and, upon request, can be extended beyond a four (4) hour limit for specified reasons if the circumstances warrant an exception to this limit.

(e) the aggrieved employee and his designated employee representative shall be allowed time off without loss of pay as may be required for appearance at a hearing of the employee's grievance scheduled during working hours.

(f) Where the employee or the Union request employee witnesses, permission for a reasonable number of witnesses

required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance as required, if during his normal scheduled working hours. The witnesses to appear for the grievant shall, when called to testify, be excused from duty with no loss of pay.

(g) The Township agrees to make available to the Union all public information concerning the Township, together with information which may be necessary to process any grievance or complaint.

ARTICLE 19

DISCIPLINE

A. No employee may be disciplined except for just cause. Any grievance concerning discipline shall be initiated at Step 3 of the Grievance Procedure and may be appealed through the arbitration procedure (Step 5).

B. Discipline includes: written warnings, suspension, demotion, termination, and other penalties imposed by the Township. The employee shall be notified, in writing, of the charges and specifications.

ARTICLE 20

SENIORITY

A. Seniority is defined as an employee's total length of service from date of hire.

B. Permanent employees shall, upon successful completion of their probationary period, be considered to have seniority back to their date of hire with the Township. Temporary full-time employees, upon being permanently hired by the Township, shall be considered to have seniority back to their original date of hire into temporary employment with the Township.

C. Permanent part-time employees will receive part-time seniority pro-rated according to the percentage of time they have worked. This part-time seniority will only be compared with other part-time seniority, not with the seniority accrued by full-time employees.

D. Permanent part-time employees, upon being hired by the Township as permanent full-time employees, shall be considered have seniority pro-rated back to their date of part-time hire with the Township. This seniority shall be considered as a part of their regular seniority, to be used in matters affecting lay-off only.

E. Seniority shall accumulate until there is a break in service. A break in service occurs when an employee resigns, retires, or is terminated.

F. If an employee is laid off, his/her seniority shall be retained until the employee is recalled or refused when recalled. Seniority shall continue to accrue during any period of absence due to sick or injury leave, maternity leave (up to one year), military leave, or paid leave of absence.

ARTICLE 21

LAYOFF AND RECALL

A. In the event layoffs become necessary, such layoffs shall be based on the inverse order of seniority. The Township shall notify the Union at least two (2) weeks in advance of scheduled layoffs.

B. When vacancies occur thereafter, each laid off employee shall be recalled upon a basis of seniority, and prior to the employment of any new person, provided, however, they accept in that classification where the vacancy exists, and further provided that those recalled have the demonstrated ability and qualifications to perform the available work, as determined by the Township. Any laid off employee who fails to report for duty within twenty five (25) days after the mailing to him of a written notice, postage prepaid, registered, to the last address known to the Township, and return receipt requested shall lose his/her rights to be rehired hereunder.

C. For the purpose of this Section, employees laid off will be called back during a two (2) year period only.

ARTICLE 22
UNION PRIVILEGES

A. The Union shall be allowed to conduct normal business meetings on Township property, provided that space is available, and requests are made at least one (1) week in advance. Employees may attend such meetings only during off duty hours.

B. An employee of the Township who is a duly authorized delegate of Local 2242 may take a paid-leave of absence to attend the International Convention, and Council 1, and 73 conventions. The total days available for Union leave for the bargaining unit are two (2) days for one year.

C. A negotiation committee, consisting of no more than five (5) members within the unit, shall be allowed to take time off from their assignment, with pay, if required to attend negotiation sessions with the Township negotiation committee during normal working hours. No more than one employee from each department shall be permitted to serve on the negotiation committee during working hours.

ARTICLE 23

BULLETIN BOARDS

A. The Union shall be permitted to place one (1) bulletin board in each of the following locations, at sites to be agreed upon:

1. Municipal Building (three wings)
2. Community Center
3. Public Works Building

B. The size shall not exceed two (2) feet by three (3) feet, and shall be acceptable in appearance by the Township.

C. The bulletin boards shall be used only for the following notices:

1. Recreational and social affairs of the Union
2. Union meetings
3. Union elections
4. Reports of Union committees
5. Rulings of policies of the International Union

D. Notice of announcements shall not contain anything political or controversial, or anything reflecting upon the Township, any of its employees, and no material, notices, or announcements which violate the provisions of this section shall be posted.

E. Any Union authorized violation of this Section shall entitle Management to cancel immediately the provisions of this Section and direct removal of the bulletin boards. In the event

any non Union authorized material is posted on bulletin boards, it shall be promptly removed by the Union President, or his/her designee, upon notification by Management. All material placed on the bulletin board must bear the signature of an officer of the Union.

ARTICLE 24

LABOR MANAGEMENT MEETINGS

A. The Township and the Union shall meet as needed, and as mutually agreed upon, for the purpose of reviewing the administration of the Agreement and to discuss other matters of general interest. These meetings are not intended to by-pass the grievance procedure nor to be considered collective bargaining meetings, but rather are intended as a means of fostering good employment relations through communications between parties. the Union shall have two local representatives and one Council 73 representative at these meetings.

ARTICLE 25
DISPATCHERS

A. CLOTHING

1. Each dispatcher shall receive an annual clothing allowance of Three Hundred Seventy Dollars (\$370.00) in 1991; Four Hundred Dollars (\$400.00) in 1992; and Four Hundred Forty Dollars (\$440.00) in 1993:

a. Whenever the Township hires a new dispatcher for full-time work, subject to a six (6) month probation period, said employee shall not be entitled to the normal clothing allowance given to other dispatchers. However, the Township shall provide a full set of uniforms, consisting of two (2) long sleeve and two (2) short sleeve shirts, two (2) pairs of slacks or skirts, and one (1) tie.

b. All new employees who fail to satisfactorily complete the six (6) month probationary period, and are terminated, shall be required to return the uniforms. Payment of any final wages or salaries due shall not be made until said employee turns in the clothing.

c. If the beginning date of employment is prior to July 1, of any given year the employee shall not be entitled to any additional clothing allowance for the remainder of that year.

d. If employment occurs after July 1, of any given year then - for the following year the employee shall receive one

half (1/2) of the regular clothing allowance given to Union employees.

e. Payment of the clothing allowance shall be on or before March 30, of each year.

B. SHIFT DIFFERENTIAL

1. Dispatchers on duty on the A shift shall be entitled to a rate differential increase in pay of thirty-one cents (\$.31) for each hour actually worked and twenty-one cents (\$.21) for each hour actually worked on the C shift.

C. OVERTIME

1. Overtime shall be distributed equally among the dispatchers in accordance with the Overtime Equalization Policy as follows:

2. Scoring

a. Record the date at the top of the first available column (left to right). Record the nature of the detail at the bottom of the column as well as the person making the calls.

b. A block by each dispatcher is scored into three (3) sections. The upper left section should be used to record the key (sick, working, etc.). The lower left section contains the number of hours of the detail. This number is to be recorded in red ink if the detail is refused and in black ink if the detail is accepted. The larger block to the right contains the total chargeable overtime worked and is recorded in black.

3. Selection

a. To determine the order of selection of dispatchers for overtime locate the total column with the smallest number and that dispatcher will be called first. However, if a tie exists as to the least total overtime the most senior dispatcher (closest to the top of the list) will be called first.

b. If the detail is over four (4) hours in length, dispatchers scheduled for regular duty during an adjoining shift shall not be charged more than four (4) hours for refusal work. They can be offered the overtime.

c. Upon selection of dispatchers for the detail, overtime totals are then to be brought across for every dispatcher with those listing the hours in red being included in the total.

d. When a shift is short one or more dispatchers, the dispatchers will be given the first opportunity for overtime in each case.

D. SCHEDULING

The dispatcher's normal schedule will not be changed without reasonable notice provided. If a dispatcher is not scheduled to work on a holiday, the dispatcher will receive a compensatory day which must be taken within fourteen (14) days. Such time off will only be allowed manpower permitting. If a dispatcher is scheduled to work and does work on a holiday, he/she will receive time and one-half for that day and a compensatory day under the same conditions as set forth above.

ARTICLE 26

EDUCATION

A. All educational courses that are job related or that may enable an employee to qualify for promotional advancement in his/her department or related departments and that are successfully completed by the bargaining unit employees, shall be paid for by the Township in the amount of Twenty-Five Dollars (\$25) per credit hour and Sixty Dollars (\$60). Prior approval from the employee's respective department head and the Municipal Administrator, indicating that the courses are eligible for reimbursement, must be obtained. All training courses that are successfully completed by the bargaining unit members, shall be paid for by the Township.

B. "Successfully completed" means that to gain reimbursement the employees must obtain a certification from the educational institution involved, indicating that if letter grades are given for the course, a grade of "C" or better must be obtained. If no letter grades are provided, then a certification must show that the employee has completed and PASSED the course. Employees who leave the employ of the Township within one year of receipt of the monies for college or graduate credits shall remit all monies received except in cases of death or disability.

C. The cost of vocational training courses that are directly job related, will be fully reimbursed. Vocational training courses that are not job related are subject to reimbursement at

the rate of fifty percent (50%) of the cost of the course. All applications for vocational training courses must be submitted to the department head and the Administrator for review and approval.

D. The Degree Incentive Program will pay employees who earn, or who have earned the following degrees at the annual rate shown:

DEGREE

Associates Degree	\$ 350
Bachelors Degree	\$ 900
Masters Degree	\$1100

E. Payment for a degree newly acquired in the previous year will be prorated on the basis of the date of the degree to year end. An employee claiming this benefit must produce for his/her personnel record, a copy of the certification evidencing the holding of the degree. Payment for those eligible will be made not later than November 30th. Each employee shall give written notice to their department head by October 1st of the year prior to the year he/she anticipates receiving the degree.

F. Employees who leave the employ of the Township within one (1) year of receipt of the monies shall remit all monies received for college or graduate credits within that year period except in cases of death or disability.

G. Effective upon signing of this contract to receive payments under this Article such degrees must be obtained after

employment with the Township. Probationary employees shall not be eligible for such payments.

ARTICLE 27

RULES AND REGULATIONS

A. In accordance with N.J.S.A. 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established.

B. The parties agree to discuss past practice language.

ARTICLE 28

SICK LEAVE PLAN

A. The Sick Leave Incentive Plan described in the Personnel Policy and Procedures Manual (PPPM) shall continue in effect during the life of this contract with the following revisions:

B. If an employee has accumulated fifty (50) days of sick leave as of December 31, then the next year he/she has the option of selling the unused days, over fifty (50), back to the Township at the rate of Forty Dollars (\$40.00) per day.

C. If an employee uses less than seven (7) sick days per year he/she will be reimbursed at the rate of Ten Dollars (\$10.00) per day for every unused sick day earned that year. However, if the employee uses three (3) sick days or less he/she will be reimbursed at the rate of Fifteen Dollars (\$15.00) for every unused sick day earned that year.

D. New employees must have been hired on or before January 1, of the current year to be eligible for the sick leave incentive benefit.

E. At separation, an employee with less than five (5) years of service is entitled to twenty five percent (25%) of accumulated sick leave. With five (5) or more years of service an employee is entitled to thirty three percent (33%) of accumulated sick leave. Maximum cash benefit from sick leave at retirement or separation shall be Twenty Thousand Dollars (\$20,000.00).

F. The incentive plan is only applicable to the fifteen (15) allotted sick days.

G. In the event of the death of any employee, the designated beneficiary of the employee or his/her estate shall receive one hundred percent (100%) of the accumulated sick leave, not to exceed the maximum award for sick leave of Twenty Thousand Dollars (\$20,000.00).

H. Sick leave is hereby defined to mean absence from work because of personal illness, or illness of employee's family in his household who requires care. The employee may request sick leave for family residing out side of the home, if recommended by the Department Head with approval by the Administrator which shall not be unreasonably denied.

I. All full-time employees covered by this Agreement shall be granted sick leave with pay in the amount of one (1 1/4) working days for every month of service during their first calendar year of service and last calendar year. New employees hired between the first and fifteenth of the month shall earn one and one quarter (1 1/4) days of sick leave for the first calendar month of their employment. New employees hired after the sixteenth of the month shall begin accruing sick leave as of the next calendar month. On January 1 of the next calendar year and on January 1 of every succeeding calendar year, the employee shall accrue fifteen (15) working days.

J. If, upon termination, an employee has used more sick leave than accrued the Township will deduct from the employee's last

paycheck, an amount equal to the rate of pay for the sick leave taken in excess of the amount earned.

K. Medical verification may be required. Such shall not be arbitrary and capricious. If employee is sent to Township Doctor such expenses shall be paid pursuant to Paragraph S.

L. An employee is required to notify the Department Head or his designee as early as possible, but no later than fifteen (15) minutes following the start of the scheduled work shift or a reasonable time in the case of an emergency. Failure to give notification, as required may result in loss of sick leave pay.

M. In charging an employee with sick leave, the smallest unit to be considered is one-quarter (1/4) of a working day.

N. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

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

P. Any employee who calls in sick for the purpose of engaging in outside employment shall be subject to disciplinary action up to and including discharge.

R. Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.

S. Whenever the Employer is paying for medical reports pursuant to this Article, the employee agrees to submit expenses to his/her insurance company for reimbursement, partial or total; such monies being turned over to the Employer.

ARTICLE 29

OUT-OF-TITLE PAY

Employees who work in a higher title for four (4) consecutive weeks shall receive the greater of five percent (5%) or the difference in pay between the two (2) positions at the bottom of the range retroactive to the beginning of the third week.

ARTICLE 30
FIRE PREVENTION INSPECTORS

A. UNIFORMS: Whenever the Township hires a new Fire Prevention Inspector, said employee shall be provided with five (5) sets of work uniforms as follows:

- (5) Short Sleeve Shirts
- (5) Long Sleeve Shirts
- (5) Pairs of Pants
- (1) Black Clip-On Tie
- (1) Summer-Weight Uniform Jacket
- (1) Winter-Weight Uniform Jacket
- (1) Pair of Uniform Shoes

Upon satisfactory completion of the six (6) month probationary period, a full dress uniform is to be provided to the employee.

B. UNIFORM REPLACEMENT: Uniform replacement shall occur at a minimum as follows annually to allow for normal wear and tear:

- (3) Long Sleeve Shirts
- (3) Short Sleeve Shirts
- (5) Pairs of Pants
- (1) Pair of Uniform Shoes

C. ON CALL: Effective upon signing of this Agreement fire inspectors on call shall receive \$850.00 per year for being on call. Employees on call are expected to be available and will be called out if the emergency so dictates. Call-Outs shall be compensated pursuant to Article 10(c).

d. Fire prevention inspectors shall have access to public works shower facilities.

ARTICLE 31

DISCRIMINATION AND COERCION

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

B. The Employer and the Union agree that all employees covered under the 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 Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 32

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 33

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. 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 34

DURATION OF CONTRACT

This Agreement shall be effective as of the first day of January, 1991, and shall remain in full force and effect until midnight on December 31, 1993.

This Agreement may be reopened for 1994 contract negotiations by either party upon notice in writing of at least sixty (60) days, and no more than one hundred twenty (120) days prior to December 31, 1993.

Sharon L. Bellak

[Signature]

Colleen A. McNamee

ATTEST

[Signature]

Linda P. Mordex

Jeanette Harris

APPENDIX A

JOB TITLES

INCLUDED IN BARGAINING UNIT

ACCOUNT CLERK I
ACCOUNT CLERK II
ADMINISTRATIVE SECRETARY
AFFORDABLE HOUSING OFFICER
ASSESSOR - FIELDPERSON
ASSISTANT ASSESSOR
ASSISTANT COMPTROLLER
ASSISTANT ENGINEER
BUILDING INSPECTOR
BUILDING SUBCODE OFFICIAL
BUS DRIVER
CHIEF PAYROLL CLERK
CIVILIAN TECHNICIAN
CUSTODIAN
DATA PROCESSING CLERK I
DATA PROCESSING CLERK II
DEPUTY COURT CLERK
DISPATCHER
DRAFTSPERSON
EDP OPERATIONS SPECIALIST
ELECTRICAL INSPECTOR
ELECTRICAL SUBCODE OFFICIAL
ENGINEERING INSPECTOR
ENVIRONMENTAL SANITARIAN
FIRE INSPECTOR
FIRE SUBCODE OFFICIAL
INVESTIGATIVE SECRETARY
OFFICE COORDINATOR
PLANNING ASSISTANT
PLUMBING INSPECTOR
PLUMBING SUBCODE OFFICIAL
RECEPTIONIST/SWITCHBOARD OPERATOR
RECORDS CLERK I
RECORDS CLERK II
RECREATION COORDINATOR
SANITARIAN
SECRETARY I
SECRETARY II
TRANSPORTATION CLERK
VAN DRIVER
WATER & SEWER REVENUE INSPECTOR
ZONING OFFICER

SCHEDULE A

<u>TITLE</u>	<u>RANGE NO.</u>	<u>MINIMUM RANGE</u>	<u>MAXIMUM RANGE</u>	<u>SENIOR TITLE</u>
BUS DRIVER VAN DRIVER RECEPTIONIST/ SWITCHBOARD OPER TRANSPORTATION CLERK	3	14,081	21,667	22,642
ACCOUNT CLERK I SECRETARY I CUSTODIAN DATA PROCESSING CLERK I RECORDS CLERK I DRAFTSPERSON CIVILIAN TECHNICIAN	6	16,779	26,455	27,646
DEPUTY COURT CLERK SECRETARY II RECORDS CLERK II	9	17,556	27,768	29,019
DISPATCHER	10	18,479	29,056	30,304 <i>PKB-124</i>
ACCOUNT CLERK II CHIEF PAYROLL CLERK OFFICE COORDINATOR DATA PROCESSING CLERK II W & S REVENUE INSPECTOR	12	19,113	30,201	31,560
ADMINISTRATIVE SECRETARY INVESTIGATIVE SECRETARY ASSESSOR FIELD PERSON SANITARIAN ASSISTANT COMPTROLLER RECREATION COORDINATOR EDP OPERATIONS SPECIALIST	15	21,303	33,508	35,018
ASSISTANT ASSESSOR PLANNING ASSISTANT ENVIRONMENTAL SANITARIAN BUILDING INSPECTOR	18	24,757	37,013	38,676

PLUMBING INSPECTOR
 ZONING OFFICER
 ELECTRICAL INSPECTOR
 FIRE INSPECTOR
 ENGINEERING INSPECTOR
 AFFORDABLE HOUSING
 OFFICER

BUILDING INSPECTOR	19	31,112	43,078	45,016
BUILDING SUB- CODE OFFICIAL	21	29,523	47,614	49,756
FIRE SUB-CODE OFFICIAL				
ELECTRICAL SUB- CODE OFFICIAL				
PLUMBING SUB-CODE OFFICIAL				
ASSISTANT ENGINEER	24	32,440	50,680	52,960
PER. P/T SECRETARY		5.84	-	12.77 PER HOUR