

**AGREEMENT BETWEEN**

**Raritan Township**

**And**

**Communications Workers of America, AFL-CIO**

**(LOCAL 1040)**

**SUPERVISORY UNIT**

**January 1, 2016 through December 31, 2019**

CWA Local 1040, AFL-CIO  
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## **PREAMBLE**

This Agreement, effective January 1, 2016 through December 31, 2019 for a period of four years is entered into by and between the Township of Raritan (hereinafter referred to as the "Employer") and the Communications Workers of America, AFL-CIO, (hereinafter referred to as the "Union").

The purpose of this Agreement is to promote harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, establishment of rates of pay, hours of work, and other conditions of employment.

The Township and the Union agree that verbal and/or physical harassment of an employee is inappropriate.

The Union agrees to distribute this Agreement to all members of the Bargaining Unit.

P.E.R.C. certified CWA Local 1040 as the exclusive bargaining agent for the members of this bargaining unit on September 6, 2011 (Docket Number RO-2011-67).

## **ARTICLE 1** **RECOGNITION**

A. In accordance with the certification by the State of New Jersey, Public Employment Relations Commission (PERC), Docket Number RO-2011-067, the Employer recognizes the Communications Workers of America, AFL-CIO as the exclusive collective negotiation agent for all regularly employed employees serving in the following titles:

Township Planner  
Assistant Public Works Superintendent  
Assistant Township Engineer  
Foreman  
Subcode Official  
Fire Official  
Tax Collector  
Supervisor of Accounts  
Court Administrator

B. All Managerial executives, confidential employees, and non-supervisory employees within the meaning of the Act; casual employees, craft employees, police employees, non-professional employees, and all other employees employed by the Township of Raritan are excluded from this Bargaining Unit.

C. In the event, that the Employer decides to create and/or use a new title, that title shall be added to this bargaining unit only if the title is clearly of a supervisory title that is non-managerial or confidential as those terms are defined by the Employer/Employee relations Act NJSA 31:13-1 et seq. If the Employer creates a new position, prior to filling it, the Employer shall notify the Union of the Employer's views concerning inclusion or exclusion in the negotiation unit, and, if included in the unit, the salary range that the Employer intends to assign to the position. If the Union disagrees, within two (2) weeks after the Union's receipt of the Employer's notification, the Union may advise of its intent to negotiate. Any dispute as to inclusion or exclusion (i.e., unit composition), if not resolved through face-to-face negotiations, may be submitted to the Public Employment Relations Commission (PERC) for disposition pursuant to clarification of unit proceedings. Any dispute as to the salary range to be assigned to the position, if not resolved through face-to-face negotiations, may be submitted to PERC for disposition pursuant to impasse procedures (i.e., mediation and fact-finding).

D. If the Union, at any time, wishes to advise the Employer of its views regarding the creation or abolition of positions or the criteria governing the filling of positions or any non-negotiable subjects pertaining to managerial prerogatives in the area of hiring, staffing, and the like, the Union may write to the Employer in care of the Township Administrator. The Employer shall review the Union's written input, and if the Employer deems it appropriate, shall invite the Union representatives to discuss the matter at an Employer meeting.

E. The Employer agrees to send written notification to the Union of all new bargaining unit employees. This information shall include but not be limited to the name, date of birth, last four (4) digits of the social security number, and the department, date of hire, work location, title, salary and home address. This information will be transmitted no later than three (3) weeks from the date of hire.

F. Upon Request by the Union, the Employer agrees to provide the designated person of the Union a complete and up-to-date listing of all Employees covered by this Agreement together with their name, department, work location, job title, salary, and home address as they appear on the records of the Employer. Such list shall also include the dues deduction status for each Employee.

G. In the event of a conflict, the Union and the Employer will make reasonable efforts to resolve same.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the Unites States, including but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government its properties and facilities and activities of its Employees, utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in so charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulation as it may deem best for the purposes of maintaining order, safety and/or effective operation of the Township prior to the effective date thereof.
4. To hire all Employees, to promote, transfer, assign, or retain Employees in positions within the Township.
5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any Employee for good and just cause according to law.
6. To lay off Employees.
7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.

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 the discretion in connection therewith, shall be limited only by the specific and express terms of the 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 the Unites States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its right, responsibility and authority under NJSA 40A:1-1 et. seq. or any other national, state, county, or local law or regulations.

### **ARTICLE 3**

#### **DUES AND REPRESENTATION FEE CHECK OFF**

A. In accordance with NJSA 52:14-15e, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct from each pay period, the established Union dues. It is further agreed that the Employer shall remit such deduction to the Union prior to the tenth (10<sup>th</sup>) working day of the month following the month for which dues deduction was made. The Employer shall remit dues to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, NW, Washington DC 20001-2797 together with a report, which shall be copied to the Local, in an electronic format containing the following data:

1. Employee Name: Last, First Middle Initial
2. Last four digits of the Social Security Number
3. Employee home address (including zip code)
4. CWA Local Number
5. Work Location
6. Dues deduction this reporting period
7. Gross weekly base wage
8. Full or Part time status
9. Gender

B. Dues shall be as established by the Union based on a thirty-five (35) or forty (40) hour work week, whichever is appropriate or such other amount as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made.

C. The Employer further agrees to deduct, in accordance with PL, 1979, c. 477, as it relates to agency shop provisions, from the pay of each bargaining unit Employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee in the amount certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing as soon as possible after the thirty (30) days from the beginning

date of employment in a position, or from date of rehire. The representation fee will be eighty-five percent (85%) of the amount set for Union members.

D. Any employee who pays a representation fee in lieu of dues, shall have the right to demand and receive from the majority representative, under proceedings established and maintained in accordance with Section 3 of PL, 1979, c. 477, a return of any part of that fee paid by him/her which represents the Employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or caused a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available to members of the majority representative. The pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the Employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the Public Employer. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of the above deductions.

E. The Employer further agrees to deduct, upon receipt of a duly executed authorization, Communications Workers of America Political Action Fund (PAF) contributions and remit to the Union.

F. The Township shall have no other obligation or liability, financial or otherwise (other than set forth herein), because of the actions arising out of the understanding expressed in the language of this Article. Once the funds deducted are remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

G. The Union shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment under this Article.

#### **ARTICLE 4**

#### **UNION ACTIVITIES ON THE WORK SITE**

A. The Union shall have the right to distribute information dealing with proper legitimate Union business to Employee's desks during non-working hours (i.e., lunch, break time, and before/after work). In addition, the Union shall provide a bulletin board, which the Township shall install; for the purpose of posting materials relating to



Union matters which materials shall be signed and dated by an appropriate Union representative. No posting shall be allowed in any other location, and improper postings, including those of defamatory or derogatory nature, may be removed by the Employer.

B. The Union shall be allocated a reasonable space for the accumulation and use of literature and resources (Management agrees to allow the Union to have a locked filing cabinet with the following stipulations: Management has the discretion to determine where the cabinet is placed, if the cabinet has to be moved the Union is responsible for moving it, Management shall not be held responsible for the cabinet and its security) pertaining to Union business provided that such space is available.

C. Monthly Union meetings may be held on the premises at lunch hour. Location of these meetings shall be the Police courtroom, if available. Special Union meetings may be called and may be held during the lunch hours on the premises. All meetings, whether special or monthly, held during working hours shall not be held without prior consent being given by the Employer.

D. The Local Union shall have access to the worksite to investigate grievances, disciplinary appeals, and attend work-site Union meetings. The Local Union representative will give notice and obtain approval from the Employer prior to his/her arrival. All reasonable requests will be granted by the Employer.

## **ARTICLE 5** **LEAVE FOR UNION ACTIVITIES**

A. Union Delegates shall be afforded leave without loss of regular straight time pay to attend conferences, meetings, conventions, and training not to exceed an aggregate total of five (5) days in a calendar year as a total for all such delegates collectively.

B. Written notice from the Union of the authorization of delegates to utilize such leave time shall be provided to the Employer at least two (2) weeks in advance of the dates of such proposed absences and is subject to the approval of the Employer.

C. Leave shall not be granted to more than one (1) Employee at a time who is authorized by the President or the Executive Board of the Union and shall be limited to an aggregate total of five (5) days of paid leave in a calendar year as the total for all Union delegates collectively.

D. Absences due to Union leave approved under this Article shall not adversely affect employment, pay status, or evaluations.

E. There shall be no loss of pay for Employees for time spent as either a grievant, witness, or Union representative, or Union recorder in any of the following proceedings:

1. All disciplinary meetings or hearings
2. The grievance procedure which includes arbitration
3. Departmental Hearings
4. Unfair Labor Practice Matters
5. NJ Public Employee Relations Commission Proceedings
6. Agreement Negotiations (to include meetings with the Employer, mediation, and fact-finding)

## **ARTICLE 6** **GRIEVANCE PROCEDURE**

A. **Purpose:**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure shall be kept as informal as may be appropriate.
2. Nothing herein shall be construed as limiting the right of any Employee to discuss a matter informally with an appropriate member of the Administration and have the grievance adjusted without the intervention of the Union.
3. This constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

B. **Definitions:** The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the Grievance Procedure outlined herein and shall be hereinafter referred to as a "contractual grievance";

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2. The term "Employee" or "Grievant" as used in this article shall also mean a group of Employees with a grievance, or the Union.

3. Nothing in this agreement shall be construed as permitting negotiation of the standards or criteria for Employees' performance.

C. Presentation of Grievance:

1. The Employer agrees that in the presentation of a grievance, there shall be no loss of pay for the time spent in presenting the grievance by the Grievant, a Union representative, and a Union recorder, both of whom shall be an Employee of the Employer.

D. Grievance Procedure:

1. Step 1:

Any Grievant and his/her union Shop Steward shall present the Employee's written grievance within ten (10) working days of its occurrence, or within ten (10) working days after he/she would reasonably be expected to have known of its occurrence, to the Township Administrator. The Administrator may assign the grievance to his/her designee for a 1<sup>st</sup> step response, except in cases of Discipline or Discharge. Failure to act within said ten (10) working days shall constitute an abandonment of the grievance. The Administrator or his/her designee may schedule a meeting in ten (10) working days from the date of presentation and answer in writing within ten (10) working days of the meeting or answer in writing within ten (10) working days of presentation, if no meeting is held.

2. Step 2:

If the grievance has been assigned to the Administrator's designee and is not settled, the same shall be presented in writing, (with a copy of the original grievance and supportive documentation), by the Employee and the Employee's Union representative, who is a Shop Steward or a Local Union Officer, to the Township Administrator within ten (10) working days of the written response from the Administrator's designee. The Township Administrator may schedule a meeting in ten (10) working days from the date of presentation and answer in writing within ten (10) working days of the meeting or answer in writing within ten (10) working days of presentation, if no meeting is held.

If the grievance has not been assigned to a designee, the Step 1 response from the Township Administrator may be appealed to Step 3 of the procedure as set forth in this article. If the Township Administrator's decision involves a non-contractual grievance, the decision shall be final and binding.

3. Step 3:

- a. If no settlement of the grievance has been reached between the parties, Arbitration may be brought only by the Union or the Township. The Union or the Township must file the request for arbitration within thirty (30) calendar days after the receipt of the Administrator's decision.
- b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an Employee before the Employer. The Union's decision to request a movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final to the interests of the Grievant and to the Union.
- c. In the spirit of settlement, no arbitration proceeding shall be held for at least thirty (30) days after the Township Administrator's decision.
- d. Should the Union wish to move a grievance to arbitration, the parties may have the option of selecting an arbitrator as follows:
  1. By selection of the panel of arbitrators maintained by PERC, in accordance with the selection procedures of PERC.
- e. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement and/or such rules and regulations as may be in effect by PERC.
- f. The arbitrator shall have full power to hear the grievance and make a decision, which decision, shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. He/she shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination. The decision shall be rendered within thirty (30) working days of the hearing. Only one (1) issue may be submitted per arbitrator unless the parties agree otherwise.

- g. The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.
- h. The cost of the transcript, if any, shall be borne by the party requesting it. If both parties request a transcript the cost shall be shared equally.
- i. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law and is consistent with the terms of this Agreement, except that he/she may not make an award that exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
- j. The decision or award of the Arbitrator shall be final and binding on the Employer, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this agreement.
- k. There shall be no loss of pay for Employees for time spent either as a Grievant, Witness, or Union Steward in any step of the Grievance Procedure.
- l. Employee grievances shall be presented on prepared forms. The Grievance Procedure as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties in writing. It is understood that Employees must sign their individual grievances.
- m. Grievance resolutions or decisions at Steps 1 through 2 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to prior conduct of the other party.

**ARTICLE 7**  
**DISCIPLINE FOR CAUSE**

A. The parties agree that nothing herein shall in any way prohibit the Township from discharging or otherwise disciplining any Employee covered by the Agreement, regardless of seniority, for cause. Discipline shall be progressive in nature, consistent, corrective in nature, and conducted in a private place when-ever appropriate. The degree of discipline administered by the employer in a particular matter should address the seriousness of the offense and the record of the employee's service to the Township. Notice of discharge or suspension shall be served upon the Union at the same time it is served upon the Employee involved. Discipline notices shall clearly state the nature of the discipline and will be sent to the Local Union when served to the employee.

B. In the event that an Employee feels that he/she has been discharged or disciplined unjustly, said Employee or the Union, shall have the right to file a grievance, which must be in writing with the Township within ten (10) working days from the time the discharge or discipline is served upon both the Employee and the Local Union. Grievances shall be initiated at Step 1 of the Grievance Procedure as defined in Article 6 of this Agreement, with a hearing convened within ten (10) working days. If no grievance is filed with the time period specified, then said discharge or discipline shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

**ARTICLE 8**  
**PERSONNEL FILES**

A. All Employees shall have the right to see all documents in their personnel file.

B. All Employees shall be permitted to have a copy of any documents in their personnel file.

C. Employees shall be given copies of all formal disciplinary notices, and work performance documents placed in their file at the time the document is so placed. Prior to placement of any formal disciplinary notice, the Employee shall be first given the opportunity to initial same. Such initialing shall not indicate anything other than the Employee's receipt of the formal disciplinary notice. The Employee shall be given the opportunity to indicate that they have read the contents of the document. Upon written release from an Employee, a Union Representative may see and copy documents in the Employee's file.

D. Employees shall have the right to respond in writing to anything placed in their file.

**ARTICLE 9**  
**SENIORITY**

A. Seniority is defined to mean the accumulated length of continued service with the Township of Raritan. It shall be computed from the first date of hire. Seniority shall not be reduced by the time lost to authorized leave of absence or absence for a bona fide illness or injury certified by a treating physician not in excess of six (6) months. Seniority shall be lost and employment terminated if any of the following occur:

1. Discharge;
2. Resignation;
3. Failure to return promptly upon expiration of authorized leave;
4. Absence of five (5) consecutive working days without leave or notice;
5. Engaging in any other employment during a period of leave, Vacation and Compensatory time shall be excluded;
6. Absence for illness or injury for more than one (1) continuous year; and
7. Layoff for longer than two (2) continuous years

B. The seniority list shall be initialed by the Union and the Township prior to it being posted, annually.

C. If a question arises concerning two or more Employees subject to this Agreement that are hired on the same date, preference shall be given through a coin toss.

D. The Township shall maintain an accurate, up-to-date seniority roster showing each Employee's date of permanent classification and pay rate. Said list will be furnished to the Union upon request.

E. In all cases of non-disciplinary demotion, layoff, or recall, the length of continuous service with the Employer will be a factor considered. In each instance, a determining factor shall be prior job performance, ability, and necessary qualifications to perform the particular job.

F. In the determination of all cases of promotions seniority shall be one (1) factor considered by the Employer.

**ARTICLE 10**  
**LAYOFF AND RECALL**

- A. The following procedure shall apply in the event that the Employer reduces its workforce due to layoff, elimination of position, consolidation of position, reorganization of a department or reduction in hours of a position:
1. Employees shall be laid off in inverse order of seniority, by Department provided that the remaining Employees are qualified or can qualify to perform the work to be done.
  2. Sixty (60) calendar days notice will be given to Employees with regard to an impending layoff, except in case of emergency.
  3. A laid off Employee shall have preference for re-employment for a period of two (2) years.
  4. The Township shall re-hire laid off Employees in the order of greatest employment seniority, provided Employees are qualified to perform the work available within a Sixty calendar (60) day period.
  5. All former Employees on the special re-employment list must be offered positions first, before the Employer will offer employment to individuals who have never been employed by the Township.
  6. Registered or certified and regular mail notification of re-employment will be sent to laid-off Employees, at their last known address. The Employee must respond to the Township within ten (10) days of signing for the registered or certified mail or no more than fifteen (15) days of mailing the notification, if no signature is returned.
  7. It shall be the Employee's obligation to notify the Employer of any changes in his/her mailing address during the two (2) year re-employment period.
- B. Pay off options for laid off Employees shall be as follows, subject to statutory limits:
1. A laid off Employee, hired on or before January 1, 2012, shall be paid for accumulated sick leave at the rate of twenty-five (25%) percent



maximum of two-hundred (200) unused sick days in a monetary payment upon separation from the Employer.

2. Vacation and personal time shall be prorated for the calendar year in the event of a layoff.

### C. Outsourcing of Bargaining Unit Work

During the term of this Agreement, if the Employer decides or determines the need to contract out or sub-contract work normally performed by Employees covered by this Agreement and such action may result in possible layoffs or demotions, the Employer at the request of the Union, in writing, will meet to provide the Union an opportunity to demonstrate if bargaining unit Employees can perform the work more efficiently or if alternative viable options exist to lessen the impact of potential layoffs or demotions. The Employer will provide reasonable advance notice of **sixty** days prior to the intended action of contracting out or sub-contracting out of bargaining unit work.

In the event the Township disagrees with the Bargaining Unit analysis related to performing the work more efficiently, the Township decision shall become final. The Bargaining Unit shall not be permitted to file a grievance or seek arbitration related to any decision associated with Section C of this Article.

## **ARTICLE 11** **HOLIDAYS**

### A. The following paid holidays shall be observed:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veteran's Day
- Thanksgiving Day

Friday after Thanksgiving Day  
Christmas Eve  
Christmas Day  
Floating Holiday

B. Whenever such holiday falls on a Sunday, the following Monday shall be the holiday, and when any such holiday falls on a Saturday, the preceding Friday shall be the holiday. A 'Floating Holiday' must be scheduled in advance and receive the approval of the Administrator/or designee.

C. Employees who do not work on an observed holiday shall receive their regular rate of daily pay.

D. When the Public Works Foreman is required to work on an observed holiday or is called to work on an emergency basis on an observed holiday the Foreman will be paid one and one half (1 ½) of the Foreman's regular base rate in addition to the Foreman's straight time holiday pay.

E. Employees shall have the option to swap for another day in connection with a listed holiday if everyone agrees to take that day, upon request and approval of the Township Committee.

## **ARTICLE 12** **SICK LEAVE**

A. **Definition:**

Sick leave is hereby defined to mean absence from post or duty of an Employee. Sick leave may be utilized by Employees when they are unable to perform their work by reason of personal illness, accident, exposure to contagious disease, or attendance upon a member of the Employee's immediate family that is seriously ill and requiring the care or attendance of the Employee.

B. Immediate family for the purposes of this article shall mean mother, father, sister, brother, spouse, child, step-child, kinship/legal guardianship, step-parent, parent of spouse, and domestic partner.

C. All Employees shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in every calendar year thereafter.

D. Part time Employees working twenty (20) hours or more per week will be granted paid sick leave on a pro-rated basis.

E. Any amount of sick leave not used in any calendar year shall accumulate to the Employee's credit from year to year to be used if and when needed.

F. If an Employee is absent for more than three (3) consecutive working days for any of the reasons set forth in Section A of the Article, the Employer shall require acceptable medical evidence in the form prescribed. The nature of the illness shall be stated on the treating physician's certificate unless it is confidential between the treating physician and the Employee. In this event, the treating physician must give a certificate to return to work. Qualified leaves under this section shall run concurrently with FMLA/NJFLA beginning on the sixth day of absence.

G. The Township may require any Employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined by a physician at the expense of the Township. The Employee must have clearance to return to work and must have the ability to perform the essential job functions before returning to work.

H. If an Employee's request for sick leave is not approved, the time involved during which the Employee was absent shall be charged to his/her vacation credit, if and otherwise, he/she will suffer loss of pay for such time. All qualifying leaves including but not limited to sick leave will run concurrently with FMLA or NJFLA after the Employee is absent for a period of five consecutive days.

I. The abuse of sick leave shall be cause for disciplinary action and may constitute justifiable cause for dismissal.

J. In order to receive compensation while absent on sick leave, an Employee shall report his/her absence prior to the start of the working shift, except where emergent circumstances prevent the Employee from doing so. In those instances, the Employee shall report his/her absence to the Administrator or their designee by telephone or personal message. Failure to notify the Administrator or designee may be cause of denial of the use of sick time for that absence and constitute cause for disciplinary action.

K. Employees may buy back a maximum of twenty (20) days at twenty-five (25%) of applicable per diem rate at the end of each calendar year. Buy-back requests shall be submitted by December 1<sup>st</sup>. Employees will submit the buy-back option request to the Township Administrator and the Administrator shall in turn notify the Employee when the buy-back payment will be paid to the Employee.

L. Permanent Employees who become pregnant are entitled to continue their employment as long as they are able to perform their duties. Maternity leaves shall commence and end with written certification from the Employee's physician regarding the ability to work. The Township Administrator has the authority to grant extensions of paid leave and shall be in accordance with past practice.

M. In the event that an Employee uses all sick leave currently accumulated, the Employee may request an extension of paid sick leave, giving at least twenty-one (21) days notice. In order to be eligible for extended paid sick leave, the Employee must have first exhausted their accumulated contractual leave balances of vacation and personal time. The Employee must submit the appropriate form to the Township Administrator containing information about the Employee's sick leave history. The Township Administrator may recommend, to the Township Committee, an extension of paid sick leave based upon all of the following factors:

1. Nature of incident or illness.
2. Overall sick leave record.
3. Employee's attendance record.
4. Employee's work performance.
5. Availability of unused sick days in prior years.

The Township Committee will grant extensions, on a case-by-case basis. The granting of extensions of paid sick time will set no precedent in other matters.

N. Subject to NJSA language limiting same, upon separation of employment with the Township, except in the case of firing which is upheld by this agreement, death or layoff, Employees hired on or before January 1, 2012, are entitled to receive a twenty-five percent (25%) maximum of two hundred (200) unused sick days in a monetary payment upon separation and there shall be a thirty-five percent (35%) maximum of two hundred (200) unused sick days in a monetary payment upon retirement from the Township. See Article 10, Layoffs and Recall.

O. The Employer will comply with all aspects of the Federal Family Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA). Appeals concerning these Acts shall be made to the appropriate forum.

P. In certain hardship cases where an Employee has exhausted all accrued sick time, other Employees may donate their own accrued sick days for use by the affected Employee. No more than two (2) sick days may be donated in a six-month period by any one Employee.

Employees donating their sick days will do so in writing by affixing their signature to the proper form. Said form will be submitted to the Township Administrator and a copy sent to the Department Head.

Each request to donate sick days will be handled on a case-by-case basis. Approval must be received from the Township Administrator which shall not be denied without proper cause.

**ARTICLE 13**  
**NON-DISCRIMINATION**

The Employer and the Union agree that there shall be no discrimination against any Employee because of age, sex, gender, marital status, race, color, creed, religion, national origin, ancestry, physical handicap, political affiliation, political activity, armed forces obligation, sexual orientation, Union membership, or participation in Union activities.

An Employee may file a grievance if they believe an act of discrimination has occurred. The Union may represent the Employee during the grievance meeting or discussion. The Employer and the Union agree if a resolution cannot be resolved via the grievance procedure, the Employee must address the violation with an appropriate agency, statutory process or procedure. A grievance involving a violation of this article will not be processed after Step 2 of the grievance procedure delineated in Article 6 of this Agreement and shall not be arbitrable.

**ARTICLE 14**  
**NO STRIKE NO LOCKOUT**

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

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree for the term of this Agreement, that neither the Union nor any person acting on its behalf will engage in, or sanction strikes, slowdowns, job actions, mass resignations, mass absenteeism, sick outs, or other similar actions which would involve suspension of or interference with normal work performance.

C. The Employer shall have the right to discipline or discharge an Employee causing any of the job actions list in Section B. of this Article.

D. The Employer agrees not to lock out or cause to be locked out any Employee covered under this Agreement.

**ARTICLE 15**  
**PROBATIONARY EMPLOYEES**

New Employees shall be regarded as probationary for the first sixty (60) working days, except where the appointment is governed by statute. During the probationary period, a probationary employee is not entitled to the rights and/or privileges set forth in the Agreement including but not limited to the grievance procedure set forth in Article 6. During the probationary period a probationary employee is an at will employee who may be discharged for any reason or no reason. This time period may be extended by up to an additional thirty (30) working days upon mutual consent of the parties, except where governed by statute. There shall be no responsibility for re-employment of probationary Employees if they are discharged during the probationary period. After successful completion of the probationary period, the new Employee will be placed on the seniority list retroactive to the first day of work.

This shall not apply to any member of the Bargaining Unit who has a statutory term of office.

**ARTICLE 16**  
**UNION REPRESENTATION**

A. Upon notification to and approval by the appropriate supervisor, the privilege of the steward to leave his/her work at a reasonable time during work hours without loss of pay is extended with the understanding that the time will be reasonable, will be devoted solely to the proper handling of legitimate Union business, and will not unduly interfere with the normal working operations of the Township.

B. The Union agrees that it will notify the Employer, in writing, as to the names of the Employees that are designated as stewards. The Union further agrees that the privilege of attending legitimate Union business during working hours shall not be abused.

C. The Employer recognizes the right of the Union to designate job stewards and alternates. A duly authorized representative of the Union, designated in writing, after notice to the Township Administrator and Supervisor in charge, shall be admitted to the premises for the purpose of assisting in the adjustments of grievances and for the investigation of complaints arising under this Agreement. There shall be no interruption of the Township's working schedule while Union administration of this Agreement takes place.

D. The Employer will notify the Union, in writing, of all new hires, resignations, retirements, promotions, demotions, transfers, suspensions and discharges, within three (3) days.

**ARTICLE 17**  
**JURY DUTY**

A. An Employee summoned for jury duty shall receive his/her regular pay from the Employer without interruption or deduction for such period. Such Employee shall report for his/her regular work day while excused from such attendance in court unless it is impossible, or if the Employee is excused after 2:00 p.m., except in the case of emergency.

B. Any payment received for jury duty shall be retained by the Employee.

C. On the first day of their return to work, Employees must present a jury attendance slip, provided by the court, to their immediate supervisor. It shall be the responsibility of the supervisor to forward said slip to the Township Administrator.

D. The Employee must have proof of summons for jury duty service to the Employer upon receipt of said summons.

**ARTICLE 18**  
**HEALTH AND SAFETY**

A. Health and Safety is a concern of the Employer and the Union. The Employer and the Union mutually recognize the need for a safe and healthful work environment for all Employees. The Employer agrees to abide by all applicable regulations under PEOSH.

B. The Employer and the Union agree to provide that the Health and Safety Committee shall be comprised of two (2) Management Representatives and one (1) Union Representative and one (1) alternate, which shall meet quarterly, or as needed. The purpose of the committee is to make recommendations to the Employer concerning improvement or modification of working conditions, which represent hazards to the Employees.

**ARTICLE 19**  
**PERSONAL DAYS**

- A. 1. Each Employee covered by this Agreement will receive three (3) days leave with pay for personal business each calendar year of this Agreement. Personal days shall not accumulate from year to year.
2. Employees shall not accrue personal days during their probationary period. Thereafter for the remainder of the calendar year, personal days shall be prorated on a monthly basis, with Employees receiving a minimum of one-half (1/2) personal day. After completion of the remainder of the calendar year in which personal days are prorated, the Employee shall be entitled to three personal days in accordance with Section A.1 of this Article.
- B. 1. Employees are required to give three (3) days notice to the Administrator or designee of their request for personal leave, except in cases of emergency. The granting of personal leave shall not interfere with efficient operation of the Department.
2. The Employee shall only be required to give twenty-four (24) hour notice under circumstances subject to verification, where the Employee cannot give three (3) days notice as required in Section B. 1. Such requests are subject to the approval of the Administrator or designee.
- C. Personal days for part-time Employees working twenty (20) or more hours per week shall be in accordance with the above schedule on a prorated basis.
- D. In the case of discharge, dismissal, or voluntarily leaving Township employment, the Employee's Personal days shall be prorated from the first of the calendar year. In the event of an Employee's death, unused Personal Days for the year shall be paid to his or her estate.

**ARTICLE 20**  
**PAYDAY**

- A. Employees will be paid by check on a bi-weekly basis. Employees will receive their paychecks during normal working hours.



B. When a pay day falls on a holiday, paychecks will be distributed on the day preceding the Holiday.

**ARTICLE 21**  
**SALARIES AND WAGES**

Effective and retroactive January 1, 2016 there will be a one point eight percent (1.8%) increase to base salary for all employees.

Effective January 1, 2017 there will be a one point eight percent (1.8%) increase to base salary for all employees.

Effective January 1, 2018 there will be a one point ninety-five (1.95%) increase to base salary for all employees.

Effective January 1, 2019 there will be a one point ninety-five (1.95%) increase to base salary for all employees.

**ARTICLE 22**  
**UNIFORMS / CAR ALLOWANCE**

A. The following titles shall be reimbursed annually for clothing/uniform purchases upon submission of receipts in accordance with established policy at the corresponding rates:

1. Fire Official	\$1,075
2. Assistant Superintendent	\$575
3. Assistant Engineer	\$575
4. Subcode Official (FT)	\$575
5. Public Works Foreman	\$575
6. Township Planner	\$275

B. The following titles shall receive an annual car allowance at the corresponding amount:

1. Subcode Official (FT)	\$4,160
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C. Part-time Employees in the Construction Code Enforcement Office will be reimbursed at the IRS mileage rate for the use of their personal vehicle.

D. When using one's personal vehicle for Township business, the Township shall reimburse the Employee in accordance with the IRS mileage rate.

**ARTICLE 23**  
**TRAINING AND TUITION REIMBURSEMENT**

A. The Township has a policy of encouraging self improvement and shall support a training assistance program for its Employees based on job related requirements.

B. Employee requests for tuition reimbursement must be submitted for approval to the Administrator to determine job relevancy and availability of funds. All requests for training and reimbursement must be approved by the Township Administrator prior to Employee enrollment in any course of program.

C. Employee requests for training courses or seminars, which are substantially pertinent to the job content and duties, must be approved by the Township Administrator prior to enrollment in the training course if the cost exceeds \$500.00. The Township shall pay the fee for such courses directly to the institution. If the Employee holds a license/certification as a requirement of their position and is employed in other municipalities where such license is also utilized the Township shall not pay more than fifty percent (50%) of the cost of training courses and seminars that said Employee must attend in order to renew the license in question.

D. The Township shall pay the fee for the issuance or renewal of any special licenses/certifications, which the Employee is required by law or by the Town to have in the performance of the duties and responsibilities specified in the job classification. If the Employee holds a license as a requirement of their position and is employed in other municipalities where such license is also utilized the Township shall not pay more than fifty percent (50%) of the renewal cost of the license.

**ARTICLE 24**  
**LONGEVITY**

A. Effective January 1, 2013, all Employees not currently eligible for longevity shall in lieu of receive a one-time seven hundred and fifty dollar (\$750) increase to their base salary at the time of ratification of this Agreement..

B. Effective January 1, 2013, all Employees currently eligible for longevity shall have their current payments, at the time of ratification of this Agreement, rolled into their base pay at the level pursuant with the below stated schedule:

<b>COMPLETION OF YEARS OF SERVICE</b>	<b>LONGEVITY</b>
5 YEARS	\$1,000
8 YEARS	\$1,500
10 YEARS	\$2,000
13 YEARS	\$2,500
15 YEARS	\$3,000

Following the roll in and one-time payment to those otherwise not eligible for longevity, effective January 1, 2013, longevity shall be eliminated from the contract.

**ARTICLE 25**  
**VACATIONS**

A. All permanent full time Employees covered by this Agreement are authorized an annual vacation with pay which shall accrue to said Employees on the following:

After 6 months .....5 days  
After 1 year.....10 days  
After 5 years.....15 days

After 10 years.....20 days  
After 15 years.....20 days plus 1 day for each year  
beyond 15 years, up to a maximum  
of 25 days

B. The vacation schedule for part time Employees working twenty (20) or more hours per week shall be in accordance with the above schedule, but on a prorated basis.

C. For the purpose of computing vacation entitlement seven (7) hours at the Employee's regular straight time hourly rate of pay shall constitute a working day, except for Employees in the Public Works Department, whose vacation entitlement shall be computed by using eight (8) hours.

D. 1. Employees shall be allowed to carry over half (½) of their vacation to the following year only. Authorization for carry over must be granted from the Township Administrator with the understanding that Township business prevented the Employee from utilizing his or her vacation entitlement in the preceding year. Authorizations for carry over must be approved by the Administrator.

2. In the event that a medical condition restricts the use of Vacation time and therefore would prohibit the Employee, based on Administrator approval, from using at least one half (1/2) of his/her annual allotment, the Employee, upon request to and approval from the Township Administrator, may carry over more than one half (1/2) of the annual allotment into the next year. The amount of days carried over in excess of the one half maximum must be used by no later than June 30. Any days in excess of the one half (1/2) annual allotment used by June 30 will be lost.

E. Employees shall receive vacation pay in advance of their vacation provided they furnish the Township with a written request for same at least two (2) weeks in advance of their scheduled vacation.

F. In the event a holiday falls during an Employee's vacation period, such Employee shall enjoy an additional vacation day with pay at a mutually agreed upon time. Vacations may be taken throughout the calendar year.

G. In the case of discharge, dismissal, or voluntarily leaving Township employment, the Employee's vacation shall be prorated from the first of the calendar year. In the event of an Employee's death, unused vacation for the year shall be paid to his or her estate.

H. Employees may request a change in their vacation schedule by submitting a request to the department head at least five (5) days in advance of their scheduled vacation.

I. In the event of a death in the Employee's family, while an Employee is on vacation, the Employee may reschedule their vacation.

J. Vacation may be taken in hourly increments.

## **ARTICLE 26** **PROMOTIONS**

A. The Township agrees to give preference for promotion and advancement to the then current Employees.

B. If a newly created job or job opening within the unit covered by this Agreement exists which represents a promotion or advancement for Employees covered by this Agreement, such job will be posted on the bulletin board for fourteen (14) calendar days. Such notice shall contain a description of the job and the rate of pay (minimum and maximum where applicable). Employees wishing to bid for said posted jobs shall inform the Township Administrator or his/her designee.

C. Following the above prescribed period, the Township shall award the posted job to the most qualified Employee as determined solely by the Township, who has notified the Township Administrator or his designee, with the basic requirements needed to perform the work in the new classification. If, in the sole determination of the Township more than one (1) Employee is qualified, the most senior Employee shall be given the promotion.

D. If no Employee has made the Township aware of his or her desire to be considered for the new classification, or if the worker does not possess the minimum requirements for the job in the new classification or is not deemed to be the best candidate as determined by the Township; the Township shall have the right to transfer temporarily, (provided the Township demonstrates its good faith attempt to

fill the vacancy), or to hire from the outside to fill such job. The final determination as to which Employee, if any, will be awarded the posted job shall be made by the Township, subject to the grievance and arbitration provisions of this Agreement.

E. A successful bidder shall receive a trial period of sixty (60) working days on his or her assignment. The trial period may be extended an additional thirty (30) working days upon mutual consent of the parties. During the trial period, except in the case where a statutory framework for that position exists, the successful bidder shall be compensated at a rate of 4% above his/her current pay. After completion of the trial period, the Employee shall be paid at the rate of pay for the classification to which they have been promoted from that day forward.

F. The union and the Employee will be kept advised of the progress made in learning the new assignment. The Employer will provide orientation and training for the Employee. If the Employee fails to successfully meet the requirements within the trial period, he or she shall be returned to his or her former classification and shall assume seniority and pay as though he or she had never left his or her old classification. If an Employee fails to satisfy the job requirements, he or she shall be precluded from bidding or promotion for the same title for a period of one (1) year from the date of the last trial period. This restriction may be relaxed by mutual consent of the parties.

## **ARTICLE 27**

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

- A. Hours of work are based upon the individual's job title and description.
- B. For the Public Works Foreman the following shall apply:
  - 1. The Township agrees that it will pay time and one-half the regular straight time hourly rate for all authorized time actually worked:
    - a. In excess of forty (40) hours of work (exclusive of any lunch break) in the work week.
    - b. In excess of eight (8) hours of work (exclusive of any lunch break) in the work day.
    - c. For hours actually worked (exclusive of any lunch break) or guaranteed, whichever is applicable, on Saturdays or Sundays.

2. For emergency situations where short notice is given, the employee will be expected to make every effort to work overtime if possible.
3. Overtime paid on holidays (holidays as stated in this Agreement) will be paid at time and one half (1 ½) the Foreman's rate of pay in addition to the Foreman's straight time holiday pay. In order to receive double time on a Sunday, the Employee must have worked eight (8) hours straight on the Saturday. Also, the Employee must work six (6) consecutive days in order to receive double time on a Sunday.
4. The choice between compensatory time or cash payment for overtime will be discussed with the supervisor prior (when possible) to the performance of the work. When compensatory time is chosen the following procedure shall apply:
  - a. The Compensatory time program shall operate under a "cap and replenishment" procedure. The employee can accrue compensatory time at the Employee's hourly rate of pay up to a maximum of their regular hours of their work week (i.e. 35 or 40 hours). Once the Employee accrues the maximum amount of compensatory time (i.e. 35 or 40 hours) they must use the compensatory time before additional compensatory time can be accrued (for example, if an Employee uses 10 hours from their maximum allotment, they would then become eligible to accrue compensatory up to their maximum balance again). Exceptions may be made to the cap at the discretion of the Administrator.
  - b. Use of Compensatory time is subject to the Administrator's approval and shall not be unreasonably denied. A maximum of 40 hours of Compensatory Time may be carried over from one year to the next. There will be no pay out of compensatory time when the Employee leaves the employ of the Township. Compensatory time may not be combined with Vacation.

C. The Foreman will receive Meal Allowances as follows:

1. Breakfast Allowance: \$8.00 for continuous work performed up to 3:00 am. There will also be an \$8.00 breakfast allowance granted when the Employee is called in prior to the regular starting time in excess of two (2) hours.
2. Lunch Allowance: \$10.00 when the Employee works through lunch or is called in to perform overtime duties on a Saturday, Sunday, a recognized holiday, or required to work through lunch. When the Employee is requested to remain after 3:30 pm during the usual work week and he/she performs continuous work through to the next day and begins their regular schedule at 7:00 am without returning home, the Employee shall receive the paid lunch allowance.

3. Supper Allowance: \$15.00 for continuous work performed up to 8:00 pm.

**ARTICLE 28**  
**OUT OF TITLE WORK**

The Township agrees that Employees shall be assigned work appropriate to and within their job classification. Employees assigned to work of a higher title for more than forty (40) continuous working days and who fulfill all the duties and responsibilities of that position, may petition the Administrator for an out of title adjustment. The request may be approved at the discretion of the Administrator and if approved by the Employee shall be compensated after the fortieth (40<sup>th</sup>) continuous working day, either at the minimum of the higher salary range or receive a two percent (2%) increase over their current base salary, whichever is greater. The Township also agrees to have a status review after twenty (20) days to discuss the projected length of time that the out of title work will continue.

**ARTICLE 29**  
**JOB DESCRIPTIONS**

- A.
  1. The Township will prepare and supply to each Employee and the Union current job descriptions defining the principle functions of each job classification covered by this Agreement. Whenever a job description is modified a copy shall be forwarded to the affected Employee and the Union, immediately. The Employee shall have the right to discuss any concerns from the changes with their Supervisor and/or Administrator. If any new classifications are established during the span of this Agreement, the Township will provide job description to the Union.
  2. The Union recognizes the right of the Township to determine job description and responsibilities for existing and new titles.
- B. With respect to any new classification which the parties mutually agree is covered by this Agreement, the Township shall furnish the Union with a statement of the job requirements on the work to be performed for solely the purposes of negotiating a rate of pay at least thirty (30) days before putting same into effect.



C. If at the end of thirty (30) days the parties have not reached agreement on the rate of pay, the Township may establish the new rate of pay which shall be reasonably related to the job requirements and/or the rate schedules established under this Agreement.

D. The Union may grieve the rate of pay established by the Township solely on the basis of whether or not the newly established rate of pay is reasonably related to the job requirements and/or rate schedules established under this Agreement.

**ARTICLE 30**  
**MILITARY LEAVE**

The Township agrees to abide by all applicable provisions of USERRA.

**ARTICLE 31**  
**COMPENSATION CLAIMS**

- A. 1. In the event that an Employee becomes disabled by reason of service-related injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided for herein, the Employee may be entitled to full pay for a period not to exceed one (1) year. In the event the Employee is granted said leave, the Township's sole obligation shall be to pay the Employee the difference between their regular pay and any compensation, disability, or other payments received from other sources provided by the Township. At the Township's option, the Employee shall either surrender or deliver their salary payments, or the Township shall pay the difference.
2. If an Employee returns to work from injury leave in less than one (1) year, he or she may return to injury leave for the same injury for a period of time which, when added to the initial period of injury leave, totals no more than one (1) year.
3. When an Employee returns from injury leave, he or she may be entitled to a new period of injury leave for a period of up to one (1) year if the Employee submits a new injury claim. The new injury claim must be submitted due to an independent event causing re-injury or a new injury.

B. When an Employee requests injury leave, he or she may be placed on "conditional Injury leave" until a determination of whether the illness is work related and the Employee is entitled to injury leave is initially made by the Township's Worker's Compensation carrier, at the option of the Township. The final determination, if necessary, is to be made by the Worker's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related, and that the Employee is not entitled to job injury compensation, the Employee shall be denied injury leave and shall have all time off charged to his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the Employee does not have enough accumulated time off, he or she may be advanced sick time to cover the absence, at the option of the Township. If the Employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the Employee shall be required to reimburse the Township for said time.

C. In certain hardship cases where an Employee has exhausted all accrued sick time, other Employees may donate their own accrued sick days for use by the affected Employee. No more than two (2) sick days may be donated in a six (6) month period by any one Employee. See also, Article 12 Sick Leave.

D. Any Employee who is injured, whether slight or severe, while working must make an immediate report within twenty-four (24) hours of the injury. The report must be made to his or her immediate supervisor and the Township Administrator.

E. It is understood that the Employee must file an injury report with his or her immediate supervisor and the Township Administrator so that the Township may file the appropriate Worker's Compensation claim. Failure to report said Injury may result in the failure of the Employee to receive compensation under this Article.

F. The Employee shall be required to present evidence, by certificate of a physician designated by the insurance carrier that he or she is unable to work. The Township may reasonably require the Employee to present said certificate from time to time.

G. 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 require the Employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

H. In the event that the Township appointed Physician certifies the Employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the Employee disputes the determination of the Township's appointed physician. The Township and the Employee shall mutually agree upon a third physician who shall examine the Employee. The cost of the third physician shall be borne equally by the Township and the Employee. The determination of the third physician, as to the Employee's fitness to return to duty, shall be final and binding upon the parties. In the event that the third physician also certifies that the Employee is fit to return to duty, the injury leave benefits granted under this Article shall be terminated.

I. If the Township can prove that an Employee has abused his or her privileges under this Article, the Employee will be subject to disciplinary action by the Township.

## **ARTICLE 32** **UNPAID LEAVE**

A. Employees covered by this Agreement may be granted a leave of absence without pay with the approval of the Township. Said leave may be granted for up to a three (3) month period, which may be extended up to a maximum of one (1) year. Each case is considered on its merit and shall not set precedent. Leaves may be requested for:

1. Temporary incapacity
2. Because the Employee is entering upon a course of training for the purpose of improving the quality of his or her service to the Township, or of fitting him or herself for promotion.
3. Because of extraordinary reason, sufficient in the opinion of the Township Committee and the Township Administrator, to warrant a leave of absence.

B. Failure on the part of an Employee to report within five (5) days following the expiration date of a leave of absence, except for valid reasons submitted in advance of the leave expiration, will be cause for dismissal. If an extension of a leave is necessitated, the Employee must give notice no later than fifteen (15) days prior to the end of the approved Leave of Absence.

- C. Informal leaves of absence without pay, not exceeding five (5) days in a thirty (30) day period, may be granted at the discretion of the Administrator or designee.
- D. The Employee shall retain membership in the Township Health Plan through the months in which an Employee's unpaid leave of absence is authorized. The Employee is responsible to pay for the full cost of those benefits including the portion normally paid for by the Township.
- E. It is the Employee's responsibility to arrange with the township to pay for the benefits, such as health insurance, pension contributions, etc., which the Employee wishes to continue while on a leave of absence.
- F. Other benefits, e.g. vacation, holidays, sick leave, etc., will cease to accrue upon the beginning of the leave of absence. No Employee may accrue any of the aforementioned types of benefits while on an unpaid leave of absence. After the expiration of the leave of absence, said benefits will accrue again.
- G. All leaves shall run concurrently with FMLA and NJFLA.

**ARTICLE 33**  
**HEALTH INSURANCE**

- A. The Employer agrees to continue all insurance (medical, dental, prescription) currently in effect for employees, their spouses or partners and dependents. Employees shall pay a portion of their salary towards the premium of health coverage in accordance with dictates of P.L. 2011 C. 78. Employees hired on or after June 28, 2011 shall contribute at the highest rate as set forth in the schedule attached hereto.
- B.
  - 1. Any Employee who retires pursuant to the Public Employee Retirement System after twenty-five (25) years of service credited to the pension fund, with a minimum of twenty (20) years of service with the Township, (in any full-time employment capacity whether or not continual service), or who retires at any point on a disability retirement pension, shall continue to receive all health and medical benefits (including spouse and dependent coverage) provided by the Township for the remainder of his or her life with the premiums to be paid, in accordance with state law; or as same may be changed hereafter. Upon the death of the Employee, the Employee's spouse shall continue to receive all health and medical benefits by the Township for the remainder of the spouse's life with the premiums to be paid by the surviving spouse at the group rate established for other retired Employees. These provisions do not apply to optional upgrades of the health insurance paid for by the Employee.

It is agreed that contributions shall not exceed those statutorily mandated by P.L. 2011 C. 78 (Chapter 78), Tier 4 rates.

2. Effective upon the signing of this Agreement, all Employees, in order to be eligible for retiree health insurance coverage benefits, must live in the Continental United States.
- C. The Township will provide the Union with thirty (30) days advance notice, if possible, of any change in any health insurance carrier. Any change in the insurance carrier shall not result in a diminishment of the level of covered health services, unless agreed to by the Union.
- D. Effective May 1, 2012 the medical office visit co-pay shall be increased from \$5 per visit to \$20 per visit.
- E. Effective May 1, 2012 prescription co-payments will be \$10 for Generic, \$25 for Brand and two (2) times those amounts for mail order.
- F. Each Employee shall receive reimbursement for vision care in the amount of \$150.00 annually with the submission of receipts.

#### **ARTICLE 34**

#### **FULLY BARGAINED AGREEMENT**

- A. This Agreement incorporates the complete and final understanding and settlement by the parties of all issues which were or could have been subject to negotiations.
- B. The parties acknowledge that during negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights. Each party agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject nor specifically referred or covered in this Agreement, even though each subject or matter may not

have been within the knowledge or contemplation of either both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.

E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration. The Union and the Township, for the life of this Agreement, hereby waive any right to request or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this agreement.

F. If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement, or any application thereof to any Employee or group of Employees, is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, including PERC; such provision shall be inoperative but all other provision shall not be affected thereby and shall continue in full force and effect.

### **ARTICLE 35**

#### **DEATH IN THE FAMILY**

A. Wages up to five (5) days will be paid during the absence from work of permanent full time Employees when such absence is caused by the death and the attendance at the funeral of mother, father, spouse, domestic partner, sister, brother, children, step children, or a child for which legal kinship/guardianship has been established.

B. Wages up to three (3) days will be paid during the absence from work of permanent full time Employees when such absence is caused by the death and the attendance at the funeral of grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, cousin, step-mother of the employee and step-father of the employee.

C. Bereavement time shall be used in consecutive working days and shall begin between the date of death and the date of the funeral.

D. Funeral leave for part time Employees working twenty (20) or more hours a week shall be in accordance with the schedule represented in sections A and B of this Article, but on a prorated basis.

**ARTICLE 36**  
**LABOR-MANAGEMENT MEETINGS**

The Employer and the Union agree to meet to discuss workplace issues, problems, or concerns if either party desires a meeting. The Employer or Union will submit an agenda at least one week prior to the meeting date. It is understood that any discussion is non-binding on any party or individual and is solely advisory.

**ARTICLE 37**  
**DURATION OF AGREEMENT**

A. The provisions of this Agreement shall become effective on January 1, 2016 and shall continue in full force and effect until December 31, 2019. The provisions of this Agreement shall be applicable only to those Employees in the employ of the Township on the date of this Agreement and all future Employees employed by the Township on the job classifications covered by this Agreement.

B. Unless one party hereto gives notice to the other party in writing at least sixty (60) days prior to December 31, 2019 this Agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives the other party written notice of its intent to terminate, modify or amend said Agreement at least sixty (60) days prior to any anniversary of the original expiration date.

In Witness Whereof, each of the parties hereto has caused this Agreement to be duly authorized representatives this 28<sup>th</sup> day of March, 2017.

Township of Raritan



Mayor



Donald Hutchins, Administrator

Communications Workers of America,  
AFL-CIO




Carolyn C. Wade, President  
CWA Local 1040



Ruth L. Barrett, CWA Representative



Jessica L. Shaw, Staff Representative



Robert O. Yaeger, Principle Staff  
Representative



Brion Fleming, Negotiations  
Representative



## **APPENDIX A**

### **Health Benefits Contribution for SINGLE Coverage (Percentage of Premium)\***

<b>Salary Range</b>	<b>Year 1</b>	<b>Year 2**</b>	<b>Year 3</b>	<b>Year 4</b>
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

\*Member contribution is a minimum of 1.5% of base salary towards health benefits.

### **Health Benefits Contribution for FAMILY Coverage (Percentage of Premium)\***

<b>Salary Range</b>	<b>Year 1</b>	<b>Yearn**</b>	<b>Year 3</b>	<b>Year 4</b>
less than 25,000	0.75%	1.50%	2.25%	3.00%

25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%

100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

\*Member contribution is a minimum of 1.5% of base salary towards health benefits.

**Health Benefits Contribution for MEMBER/SPOUSE/PARTNER or PARENT/CHILD Coverage**

**(Percentage of Premium)\***

Salary Range	Year 1	Year 2**	Year 3	Year 4
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less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

\*Member contribution is a minimum of 1.5% of base salary towards health benefits.