

AGREEMENT

between

THE TOWNSHIP OF HILLSBOROUGH

and

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES NEW JERSEY**

AFL-CIO LOCAL 3697

JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

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PREAMBLE

This Agreement, made this 22nd day of February 2022,

by and between: THE TOWNSHIP OF HILLSBOROUGH, and
the body politic incorporate of the State of New Jersey,

hereinafter referred to as the "Township"

and: AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES NEW JERSEY, AFL-CIO, LOCAL 3697,

hereinafter referred to as "Union":

NOW THEREFORE, it is agreed as follows:

**ARTICLE I
RECOGNITION**

- A. The Township hereby recognizes the Union as the exclusive representative for collective negotiations concerning wages, hours of employment and other terms and conditions of employment as set forth for all White Collar employees in classifications appended hereto as Appendix A who are employed by the Township, excluding all supervisors, managerial executives, confidential employees and all other employees, except such additional classifications as the parties may later agree to include.
- B. Unless otherwise indicated by the contents of this Agreement, the title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to included males as well as females.

**ARTICLE II
DUES CHECK-OFF**

- A. The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts of the deduction shall be certified to the Employer by the Treasurer of the Local and the aggregate deductions of all employees shall be remitted to Council #63 AFSCME NJ, together with a list of names of all employees for whom the deductions were made by the 10TH day of the succeeding month after such deductions are made. The revocation of this authorization shall be in accordance with the applicable law.
- B. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish the Township written notice thirty (30) calendar days prior to effective date of such change.
- C. In accordance with the Workplace Democracy Enhancement Act.

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Within 30 days of hire of a new employee, the employer shall set aside a minimum of 30 minutes at new employee orientation for the representatives of Local 3697 to meet with new negotiating unit employees. If the employer does not conduct new employee orientation, the employer shall permit representatives of Local 3697 to meet with the new negotiating unit employee(s) at an individual or group meeting.

1. Within 10 days of hiring a new negotiations unit employee, the employer must provide the Council 63 with the name, job title, worksite location, date of hire, home address, work telephone number, work e-mail address, and any personal e-mail address and home and mobile phone numbers that the employer has on file. Each January 1, May 1, and September 1 of each calendar year, the employer shall provide to the Council 63 this information for all negotiations unit employees.
 2. The Local Officers of 3697 shall be granted the right to use the public employer email systems to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the Union.
 3. Local 3697 Officer shall have the right to use employer s building to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. Local 3697 may be charged for maintenance, security and other costs related to the use of the government building or facility that not would otherwise be incurred by the government entity.
- D. Except as prescribed by N.J.S.A. 34.13A-5.14(c), the union shall defend, indemnify and hold the Employer harmless against any and all claims, demands, suits, damages, liabilities, penalties, costs (including attorneys' fees, costs) and other forms of liability that may arise out of or by reason of any action taken or not taken by the Employer in conformance with this provision. The union shall intervene in and defend, any administrative or court litigation concerning this provision. In any and such litigation, the Employer shall have no obligation to defend this provision, but shall cooperate with the Union in its defense of this provision.

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**ARTICLE III
AGENCY SHOP**

- A. All full-time employees who were hired after December 1, 1985, and all part-time employees regularly working thirty (30) hours per week or over, who were hired after January 1, 1993, shall, as a condition of their employment, pay at least the Agency Shop Representation Fee, as set out in this Article.
- B. Any new employees who do not join upon completion of their probationary period and any employee previously employed within the unit who does not join within thirty (30) calendar days of re-entry into employment within the unit, shall, as a condition of employment, pay a Representation Fee to the Union.
- C. All employees covered by this Agreement who were hired into their current position before December 1, 1985, and who are not members of the Union, may continue not being members of the Union for the duration of the contract and will not be required to pay the Representation Fee, in accordance with State law, for the duration of the Agreement.
- D. The Representation Fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union.
- E. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments.
- F. It is understood that the Union has a provision in the International Constitution which provides a procedure whereby a person paying a fee under an agency shop agreement may obtain a rebate for that portion of his fee which is used for partisan political or ideological purposes.
- G. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times, except as noted above. In the event the Union fails to maintain such a system, or if membership is not so available, the Township shall immediately cease making said deductions.
- H. 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 under the provisions of this Article.

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**ARTICLE IV
MANAGEMENT RIGHTS**

- A. The Township hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and/or of the United States, including, without limiting the generality of the foregoing and not limited to the following rights:
1. Executive, management and administrative control of Township government and its properties, facilities and activities of its employees who utilize 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 improve methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operations of the Township after advance notice thereof to the employees to require compliance of the employees is recognized.
 4. To hire all employees, to promote, transfer, assign, and/or retain employees in positions within the Township covered by this Agreement.
 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee covered by this Agreement for cause according to law.
 6. To lay off employees covered by this agreement in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
 7. The Township reserves the right with regard to all the 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, codes of conduct and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms hereof are in conformance with the Constitution or Laws of the State of New Jersey and/or of the United States.

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- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40:1-1 *et seq.* or any of the National, State, County or Local laws or regulations.

**ARTICLE V
MAINTENANCE OF WORK OPERATIONS**

- A. The Union and employees covered by this Agreement hereby covenants and agrees that, for the duration of this Agreement, neither the Union nor any person acting on its behalf shall authorize or support any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance or the employee's duty of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township.
- B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activities by the employee shall be deemed grounds for discipline including possible termination of such employee(s), which discipline may be imposed by the Township.
- C. The Union and its members hereby agree that it will make every reasonable effort to prevent people covered by this Agreement from participating in any strike, work stoppage, slow-down or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about with the Union.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both, in the event of such breach by the Union or its members.
- E. Before any action is taken against an employee who is a member of this Union under this Article, the Township will notify the Union President and Vice President.

**ARTICLE VI
SAVE HARMLESS CLAUSE**

The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township as a result of any action by the Township under the provisions of this Agreement.

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**ARTICLE VII
PROBATION**

- A. All newly-hired employees shall be subject to a three (3) month probationary period. Purposes of said probationary period is to enable the Township to evaluate the employee's work performance and conduct in order to determine whether or not the employee merits regular employment status. If, at any time during or at the end of the probationary period, the conduct and/or performance of the employee is found to be unsatisfactory, the Township has the right to terminate the employee. The decision of the Township regarding the termination of employees who are probationary in status shall not be subject to the grievance procedure or any other recourse in law or in equity.
- B. Notwithstanding the aforesaid, the Township Committee may, in its sole discretion, determine that there is a need for an additional three (3) month probationary period for a particular employee and assign said employee such additional period. In the event that such extension should be given to an employee, and the Township later determines the employee has met the appropriate standards, the Township may, in its sole discretion, end the probationary period at any time, giving said employee the status of a regular employee from the end of the first three (3) month period. Temporary employees hired as regular full-time employees may be granted exception from any probation period.
- C. Personal days and vacation benefits and any other employee benefits given to regular employees under this contract will begin to accrue for probationary employees after three (3) months of service with the Township, but cannot be taken until after regular status is obtained, unless approved by the Township Administrator or designee. However, if there are benefits given regular employees which may also be granted to probationary employees during their term of probation, they will be given to those employees during probation as set forth in this Agreement.
- D. During the probationary period probationary employees will receive payment for the holidays set forth in the contract.

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ARTICLE VIII HOURS OF WORK AND OVERTIME

A. A normal work week period shall be as follows:

Forty (40) straight time hours. For payroll purposes, the work week shall commence every Monday morning at the employee's regularly scheduled starting time.

B. The Township reserves the right to institute a standardized number of hours to constitute a work week for all employees covered under this Agreement. In the event an employee is working more hours than the standardized work week, such employee shall continue to do so. In the event an employee is working fewer hours than the standardized work week, such employee will then work the standardized work week and will be compensated on a pro-rated hourly basis at straight time for the additional hours beyond his previous work week.

C. All employees covered by this Agreement shall work a forty (40) hour work.

D. All work by bargaining unit members after forty (40) hours is considered overtime and will be compensated at the rate of one and one-half (1 ½) times the employee's hourly rate.

E. The compensation referred to in §D above will either be in the form of a cash payment, or as time off, as mutually agreed to by the employee and the employee's Department Head, with the approval of the Township Administrator or Township Committee.

ARTICLE IX SENIORITY, PROMOTIONS, JOB VACANCIES AND TRANSFERS

A. Definition and Loss

1. Seniority is defined as an employee's length of service with the Township beginning with the employee's latest date of commencing work with the Township.

2. Newly appointed probationary employees shall have no seniority and shall not be eligible for seniority in terms of this Agreement until they have completed the probation period, seniority shall accumulate from their hire date until there is a break in the employee's service.

3. A break in service occurs when an employee resigns, is discharged for cause, is on leave of absence exclusive of sick leave, retires, or is laid off. An employee who is reinstated after a break shall commence their seniority as of the date of their return without any concern toward the prior service.

4. For purposes of this Agreement, an employee who is absent without leave for five (5) consecutive days or who fails to notify the Township regarding a return from any leave

of absence, including sick leave, shall be considered to have resigned from Township employ.

- B. (1) If new jobs are created or if vacancies occur of at least a thirty (30) calendar day duration, the Township shall determine the qualifications required for such position.
- (2) The Township agrees to post a notice of any new job or vacancy on the Union bulletin board for a period of seven (7) calendar days. Such notice shall contain a description of the job, hours of work, location, the Class or Grade or the position, and when the job shall be available. Employees who are interested, in order to be eligible for such job, must sign the notice. Any employee who fails to sign the notice shall not be eligible for the vacancy or position in question. If a bidder is a successful or non-successful applicant for the position in question, said employee will be notified by a memorandum and a notice thereafter will be placed on the bulletin board within seven (7) calendar days after the expiration of the seven (7) calendar days required for the posting of such notice.
- C. Any employee so selected to fill such job shall be granted a training period of thirty (30) calendar days with the ability to extend for another thirty (30) calendar days at the discretion of the Township Administrator in consultation with the applicable Township Committee liaisons. If it shall be determined by the Township during this period that the employee is unqualified to perform the duties to which employee is promoted, the Township shall place the employee in their former position or a position equivalent thereto. The promoted employee shall receive the rate for the job in question as of the day that person begins the training period. If removed from the position, during or at the end of the training period, the employee in question shall then receive the rate of the position to which the employee is assigned following the employee's removal.
- D. (1) If a Union position becomes available due to a vacancy in such position and a Union employee is transferred into that position between departments (not within a department), the employee will be placed on probation in their new position for a period of three (3) months. If they successfully complete their probationary period and their performance was deemed to be acceptable, they will receive a Two Point Fifty (2.50%) percent salary increase over their previous base salary, retroactive to their date of transfer.
- (2) If the transferred employee's performance is not deemed acceptable, they will not receive the increase set forth in §D(1) above and shall be placed on a performance plan. The transfer, in either case, (with or without increase), shall be permanent in nature and the employee shall not return to their previous position.
- (3) The provisions of §D(1) above shall only be paid to an eligible employee once (1X) every five (5) years.
- (4) Current Township employees who are not members of this bargaining unit are eligible for positions in this bargaining unit and would receive the same rate of pay they received in their non-bargaining unit position if they become a member of this bargaining unit as well as the provisions of Article VIII, §D(1) above if they qualify for same.

- E. All regular employees shall be given a forty-five (45) calendar day written notice prior to layoffs. In the event of a layoff, White Collar workers with the most Township seniority will have preference provided that they have the requisite qualifications, skills and ability to perform the work available. The determination of whether an employee has the requisite qualifications, skills and ability to perform the work available shall be within the sole discretion of management.

- F The Township shall draw up an initial seniority list after the signing of this Agreement and such list will be posted on the Union bulletin board at that time. All employees covered by this Agreement who object to the said list shall inform the Township of said objections. The seniority list shall include name, hire date and Union date and shall be updated as needed.

**ARTICLE X
GRIEVANCE PROCEDURES**

- A. A grievance is a claim by an employee based upon and limited to an alleged violation of the express terms and conditions of this Agreement. Notwithstanding the above definition of "grievance", any dispute involving the following shall not be subject to this procedure.
 - 1. Any matter, which, according to law, is beyond the power of the Township or the Township Committee.
 - 2. Matters which have specific remedy in law.

- B. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue under the direction of his or her supervisor(s), perform all assignments and adhere to all policies, procedures, rules and regulations of the Township, until such grievance and the effect thereof shall have been fully determined.

- C. The purpose of this procedure is to secure, at the lowest possible level, an equitable settlement of the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department, and having the grievance adjusted without the intervention of the Union.

- D. Failure by management to communicate a decision at any step with the time limits set forth in the procedure shall be deemed a denial of the grievance and the grievance shall go to the next higher step.

- E. Failure by the employee or the Union at any step to appeal the grievance to the next step within the specified time period shall be deemed a forfeiture of the right to process the grievance to the next higher step.

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F. Steps of the Grievance Procedure.

The Steps shall be followed in their entirety unless any step is waived by mutual consent:

STEP ONE

1. An aggrieved employee shall institute action under this provision in writing hereof within twenty-one (21) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and employee's supervisor for the purpose of resolving the matter informally. Failure to act within the said twenty-one (21) calendar days shall be deemed to constitute an abandonment of the grievance.
2. The supervisor, or supervisor's designee, shall render a decision in writing within fourteen (14) calendar days after the grievance is first presented to them, if it cannot be handled informally.

STEP TWO

If the grievance has not been resolved through Step One, the grievance shall be presented in writing to the department head, or department head's designee, within seven (7) calendar days after the supervisor's response is due. The department head shall respond in writing within seven (7) calendar days. In the event, the supervisor and the department head are the same individual, Step Two will be omitted and the matter will proceed to Step Three.

STEP THREE

If the aggrieved wishes to appeal the decision of the department head, or the department head's designee, the grievance should be presented to the Township Administrator or the Administrator's designee, within seven (7) calendar days after receiving the department head's or department head's designee's decision. The Township Administrator or Administrator's designated representative shall schedule a meeting to review the matter and shall present a decision in writing within fourteen (14) calendar days after the receipt of such grievance.

STEP FOUR

If the grievance is not settled through Step Three then the grievant may petition for final resolution of the grievance directly to the Township Committee. The request for resolution shall be filed in writing, with the Township Clerk, within seven (7) calendar days of the receipt of the Step Three decision. The Township shall then arrange a mutually acceptable time for a grievance hearing within fourteen (14) calendar days after the receipt of said request. The Township Committee shall hear only one (1) grievance on only one (1) issue per hearing. No multiple grievance hearings will be permitted unless by written consent of the Union and the Township prior to the commencement of the hearing. The Township Committee shall render a written decision within thirty (30) calendar days after the hearing.

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STEP FIVE

1. If the grievance is not settled at Step Four, the Union only may refer the matter to arbitration within fifteen (15) calendar days of the decision at Step Four. An arbitrator shall be selected in accordance with the procedure of the Public Employment Relations Commission.
2. Unless the parties mutually agree in writing, no more than one (1) issue shall be presented to an arbitrator in any single case.
3. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.
4. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from, or in any way modify any of the terms of this Agreement.
5. The decision of the arbitrator shall be writing with reasons therefore and shall be binding upon the parties, subject however, to any applicable statutes and case law available to the parties.

6. **Union Representation at the Grievance Procedure:**

The employee may at his/her option be represented by the shop steward and/or the local president at Steps One through Three of the grievance procedure and by the shop steward and/or local president and the AFSCME representative at Step Four.

7. Either the Township or the Union may waive any steps of the grievance procedure, the said waiver can only be done in writing and with the consent of the other party in question.
8. The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE XI OVERTIME

(RESERVED)

**ARTICLE XII
VACATIONS**

- A. All regular full-time employees shall be entitled to vacation leave based on their years of continuous service. Periods of a leave of absence without pay, except for military leave, or part-time service shall be deducted from the employee's total continuous service for purposes of determining the earned credit for vacation leave.

Vacations with pay shall be granted to employees as follows:

From commencement of work to December 31st of the year of appointment employee shall accumulate one (1) day a month after the first three (3) months of employment, but said vacation days or pay does not vest until the employee has been granted permanent status.

One (1) year through five (5) years	10 working days.
Upon completion of 5 th year	15 working days.
Upon completion of 10 th year	20 working days.
Upon completion of 15 th year	22 working days.
Upon completion of 20 th year	24 working days.

- B. An employee shall receive vacation time in accordance with the anniversary date in any calendar, regardless of when during the year the anniversary falls. Departing employees shall be compensated for unused vacation time on a prorated monthly basis and any vacation time used in excess of the accrued amount shall be deducted from the employee's final pay. If an employee leaves the employ of the Township in a year in which the employee changes steps in the vacation schedule, but prior to reaching employee's anniversary date and employee has already taken their vacation days based upon that date, any extra vacation time taken but not yet earned will be owed to the Township and his pay will be adjusted accordingly. The rate of vacation pay for employees shall be the employee's regular straight time rate of pay in effect for the employee's regular job.
- C. All vacations must be taken during the current year and may not be accumulated. However, if an employee is unable to utilize their full vacation entitlement, the employee shall be permitted to carry over a maximum of ten (10) unused vacation days into the following year as per the provisions herein. Approval for carry-over is to be done by the Department Head and through Prime Point. Any carry-over vacation must be used by June 30th of the following year or the carry over vacation will be forfeited.
- D. All earned vacation credits which are not used due to retirement, retirement due to disability, or death, shall be paid to the employee, Executor or employee's next-of-kin on the retirement, disability retirement, or death of the employee.
- E. All vacations must be scheduled and approved by the Department Head and through Prime Point. It is the employee's responsibility to schedule his/her individual vacations so that the activities of the Township may be carried out without interruption or inconvenience. Employees with seniority within the Township will be given first preference in assignments

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of vacations insofar as possible depending upon the departments upon which the employee is working and the needs of the Township. In order to exercise seniority vacation selection, all vacations must be submitted to the Department Head no later than March 31st. Vacation requests submitted after March 31st will not be subject to seniority preference and will be addressed on a first come, first serve basis.

- F. In the event that an employee has used vacation which was not earned, at the time of employee's resignation or termination, the Township shall be reimbursed for said unearned vacation days.
- G. The Township will not grant pay in lieu of vacation.
- H. When an employee is out due to illness and has no accumulated sick leave to cover such illness, the employee may apply any unused vacation or personal leave to cover said lost days due to illness.
- I. Employees called back to work while on vacation shall receive pay at the rate of one and one-half (1½) times the employee's regular time for the period worked and another vacation day would be scheduled in accordance with the normal terms of the within policy.
- J. Once vacation time has been requested, the Department Head must approve or deny a request for vacation, through Prime Point, within five (5) working days.
- K. Vacation time may be taken in one (1) hour increments.

**ARTICLE XIII
HOLIDAYS**

A. There shall be sixteen (16) paid holidays (for regular full-time employees) during the term of this Agreement. The following days will be recognized as holidays under this Agreement:

- | | |
|----------------------------|------------------------|
| New Year's Day | Columbus Day |
| Dr. Martin Luther King Day | Veterans Day |
| President's Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | Christmas Eve Day |
| Labor Day | |
| Juneteenth | 2 Floating Holidays |

- B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday.
- C. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday.

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- D. Whenever a holiday falls during the time an employee is on a paid sick leave, that day will not be charged against his sick leave.
- E. Employees who are on leave of absence without pay will not be eligible for holiday pay.
- F. All authorized work performed on a holiday shall be paid for at double (2X) time the employee's regular time plus that holiday pay to which the employee is entitled.
- G. Floating Holiday(s) must be approved by the Department Head so as not to inhibit the operation of the office. The Floating Holiday(s) cannot be carried over into subsequent years.
- H. If the President of the United States declares a National Holiday or a National Day of Mourning, employees covered under this contract shall be entitled to the holiday off or holiday pay at the Township's discretion.

**ARTICLE XIV
LONGEVITY**

- A. All regular full-time Township employees hired prior to August 14, 1996, in addition to their annual salary, shall be paid with their base pay during each pay period, longevity payments based upon the following scale:
 - 1. After five (5) years of continuous full-time service and starting with the sixth (6th) year and including the tenth (10th) year ... 2% of annual salary.
 - 2. After ten (10) years of continuous full-time service and starting with the eleventh (11th) year and including the fifteenth (15th) year ... 4% of annual salary.
 - 3. After fifteen (15) years of continuous full-time service and starting with the sixteenth (16th) year and including the twentieth (20th) year ... 6% of annual salary.
 - 4. After twenty (20) years of continuous full-time service and starting with the twenty-first (21st) year ... 8% of annual salary.
- B. All regular full-time Township employees hired on or after August 14, 1996 and prior to September 1, 2013 shall be paid in addition to their annual base pay during each pay period, longevity payments based upon the following scale:
 - 1. After five (5) years of continuous full-time service and starting with the sixth (6th) year and including the tenth (10th) year ... 1% of annual salary.

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2. After ten (10) years of continuous full-time service and starting with the eleventh (11th) year and including the fifteenth (15th) year ... 2% of annual salary.
 3. After fifteen (15) years of continuous full-time service and starting with the sixteenth (16th) year and including the twentieth (20th) year ... 3% of annual salary.
 4. After twenty (20) years of continuous full-time service and starting with the twenty-first (21st) year ... 4% of annual salary.
- C. Longevity payments shall be paid as hereinafter fixed and determined; such longevity pay shall be considered as additional compensation and shall be part of each full-time employee's salary for retirement benefits.
- D. Employees hired on or after September 1, 2013 shall not be entitled to longevity pay.
- E. All longevity for eligible employees will be frozen at the percentage (%) rate they are receiving as of December 31, 2021 and shall remain at that percentage (%) rate going forward.

**ARTICLE XV
PERSONAL LEAVE**

- A. In regard to personal leave, the following regulations apply:
1. All personal days must be requested in writing at least two (2) full working days in advance except in cases of emergency.
 2. All regular full-time employees covered by this Agreement shall be eligible for three (3) days personal leave, with pay, for personal matters concerning the employees as delineated below.
 3. Employees are required to submit a form provided by the Township and said granting of leave shall not interfere with the efficient operation of the Township.
 4. One or more of the follow categories are eligible for reasons for taking personal days:
 - a. Death (except as indicated in Article XXI).
 - b. Court orders.
 - c. Religious observances.
 - d. Personal affairs of a non-recreational nature and personal affairs or professional affairs which cannot be carried out after scheduled work hours.

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- B. Personal leave shall accumulate at the rate of one (1) day for every four (4) months, but may not be carried over into the next calendar year.
- C. Personal days may be taken in one-half (1/2) day increments or lesser increments, as determined by the Department Head.
- D. When requesting personal leave, the employee's Department Head must approve or disapprove a request, in writing, within five (5) work days of the request.

**ARTICLE XVI
HEALTH BENEFITS**

- A. Coverage shall extend to the entire family of the employee, including spouse, domestic partner or civil union partner and all other dependents deemed as eligible by the health benefits plans.
- B. The Township reserves the right to change insurance carriers and/or self-insurance so long as substantially similar benefits are provided.
- C. The Township shall offer a Dental Program to all employees covered by this contract that is paid 100% by the employees.
- D. Any full time Township Employee may choose, at his or her sole option, not to be enrolled in the health insurance plan provided by the Township. Any employee so choosing shall be eligible to receive reimbursement, lump sum, as provided herein, in lieu of receiving health, dental or prescription benefits from the Township in accordance with the following payments:
 - 1. The "opt-out/opt-down" option would be available to eligible employees, as revised below, in the amount of twenty-five (25%) of the applicable premium(s) or Five Thousand (\$5,000.00) Dollars, whichever is less, in accordance with P.L. 2010, c.2. This shall not apply to dual coverage employees within the Township who shall not have dual coverage and shall not be eligible for this stipend.
 - 2. An employee who chooses not to accept health insurance coverage must provide satisfactory proof in writing that the employee is covered by health insurance provided by the employee's spouse or by other means by providing notice of such coverage.
 - 3. The lump sum payment referred to in this Article shall be paid on the last day in December of each year. Any employee who chooses not to accept health insurance coverage who leaves Township employment in good standing shall be entitled to a pro-rata share of the payment set forth above at the time of employee's separation from Township employment.

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4. This option is available to active full time employees who are covered by a current health insurance program sponsored by the Township.
 5. The reimbursement provided herein shall not be considered wages or any other compensation for the purpose of recalculating retirement benefits, seniority benefits and/or longevity benefits or for any other purpose.
- E. All co-pays and deductibles shall be established and controlled by the New Jersey State Health Benefits Commission (NJSHBC) and any references to same (co-pays and deductibles) in this Article that is contrary to those established by the NJSHBC shall not apply.
- F. Effective April 1, 2008, the prescription co-pays shall be as follows:
- | | |
|---------|------------------|
| \$3.00 | generic drugs |
| \$10.00 | brand name drugs |
- Said prescription co-pays may change at the discretion of the Township should the New Jersey State Health Benefits prescription plan change.
- G. All of the provisions of P.L. 2011, c. 78 shall apply to bargaining unit members, including applicable retirees.
- H. The Township shall reimburse costs and expenses incurred by bargaining unit members for certain health and benefit related services in accordance with the following guidelines:
- (1) Dental: Any expenses incurred by the Employee or his/her dependent(s) for dental care or dental insurance premiums are eligible for reimbursement.
 - (2) Disability Insurance: An employee may elect to purchase a disability insurance policy. Premium costs are eligible for reimbursement.
 - (3) Physical Examination: An employee or his/her dependent(s) may be reimbursed for expenses associated with a routine physical examination not covered by their insurance.
 - (4) Optical: Any expenses incurred by the employee and/or his/her dependent(s) for optical care are eligible for reimbursement.
 - (5) Prescription: The employee and/or his/her dependent(s) are eligible for reimbursement of medical prescriptions.
 - (6) Other medical treatment: Any expenses incurred by the employee and/or his/her dependent(s) for any physician-prescribed medical treatment, including but not limited to: hearing aids, chiropractor, acupuncture and dermatologist.

(7) Chapter 78 Contributions: The employee may use some or all of the amount in §I below to reimburse the Township for some of the employee's health insurance contributions pursuant to P.L. 2011, c. 78. No such reimbursement shall occur without a signed written acknowledgment by the employee of same with the exact amount of the contribution contained therein to the maximum amount under §I below.

- I. Each individual bargaining unit member shall be entitled to a maximum annual cafeteria plan allowance of Seven Hundred (\$700.00) Dollars for 2022 for any and/or all of the services listed above. In 2023, that maximum annual cafeteria plan allowance shall be Eight Hundred (\$800.00) Dollars for any and/or all of the services listed above. In 2024, that maximum cafeteria allowance shall be Nine Hundred (\$900.00) Dollars for any and/or all of the services listed above. In 2025, that maximum annual cafeteria plan allowance shall be One Thousand (\$1,000.00) Dollars for any and/or all of the services listed above. No individual bargaining unit member shall exceed the annual maximum nor shall any maximum be combined with any other annual maximum.
- J. Employees hired on or subsequent to September 1 of any year covered by this Agreement shall not be eligible for cafeteria plan benefits for the calendar year in which the employee(s) is (are) hired, but shall be eligible effective the January 1 of the following calendar year. All permanent employees, as defined in this Agreement, are eligible for these benefits.
- K. Reimbursement shall also only be made after the successful completion of the employee's probationary period; however, expenses incurred during the employee's probationary period will still be eligible for reimbursement after the probationary period.
- L. To receive reimbursement, eligible costs for reimbursement must be incurred while the employee is actively employed by the Township and not on any leave of any kind.

**ARTICLE XVII
REST PERIODS**

- A. Employees within this bargaining unit may take two (2) rest periods (one in the morning and one in the afternoon) of not more than ten (10) minutes each for each day of work at times scheduled by the immediate supervisor.
- B. A rest period may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

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**ARTICLE XVIII
SICK LEAVE**

- A. Sick leave shall be defined as an absence of an employee from post or duty because of illness, accident, or exposure to contagious disease. An employee shall not be eligible for sick leave under this Agreement if the accident or injury occurs while the employee is being employed by a company or organization other than the Township of Hillsborough. Sick leave may be taken for illness of a member of the immediate family which is understood to mean spouse, domestic partner or civil union partner, children or parent residing in the same dwelling place with the employee.
- B. Regular full time salaried employees of the Township shall be eligible to accumulate sick leave on the basis of one (1) day for each month worked, to a maximum of twelve (12) days per year. In the first year of employment, employees shall be entitled to two (2) days of sick leave after they have worked for two (2) months and one (1) day of sick leave for each month thereafter. Sick leave credit shall not accumulate while an employee is on leave whether with or without pay. Part-time, temporary and probationary employees shall not be entitled to sick leave.
- C. The Township may require proof of illness from the employee on sick leave where such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In cases where illness is of a recurring or chronic nature, causing recurring absences of one (1) day or less, the Township reserves the right to require competent medical evidence at the Township's expense to be submitted prior to the reinstatement of said employee and also reserves the right to have the employee examined by the Township physician before returning to duty.
- D. Notification procedures are as follows:
1. All absences due to illness or disability shall be reported immediately by or for the employee to the Township Administrator or the Department Head, or their designee with the indication of the expected duration of such illness or disability. An employee shall notify their immediate supervisor within one-half (1/2) hour before the start of the regular scheduled shift that the employee is going on sick leave (unless a doctor's note is submitted in advance saying the employee will be off for more than one day).
 2. Failure to report absences, in total or in a timely fashion, on the part of any employee may be cause for disciplinary action, up to and including termination.
 3. If an employee is unable to report such illness, a relative or other responsible person shall notify the Township of all pertinent facts.

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4. Members of the Township covered by this Agreement, when sick or injured, shall be responsible for notifying their supervisors as to their place of confinement or any subsequent change in their place of confinement. If unable to report such, a relative or other responsible person shall notify the Department with all pertinent facts.
- E. Sick days are not accumulated in advance of time earned. Sick leave not used in a calendar year shall accumulate into the following year, but no payment shall be made upon employee termination or at any time for unused sick leave which the employee has accumulated, except as herein set forth.
- F. When an absence due to illness or injury does not exceed three (3) consecutive days, normally the employee's statement of the cause will be accepted without a supporting statement by the attending physician. Any absence due to illness or injury in excess of three (3) consecutive days may, in the discretion of the Township Administrator, department head, or their designee, require a written statement from the attending physician. The Township also reserves the right to require the employee to be examined by the Township physician and certified as fit for duty before returning to work.
- G. An absence due to illness on a Monday or a Friday or the day preceding or following a paid holiday may require a written statement from the attending physician where the Township has previously notified the employee of such requirement. Except as otherwise provided by law, any employee covered by this Agreement who shall be absent from duty without just cause or leave of absence for the continuous period of five (5) days, shall cease to be an employee of the Township.
- H. No employee, while on sick leave from the Township, shall otherwise be employed or engage in any outside work or employment whatsoever. Whenever an employee reports being sick, it is understood that the employee will be at home, and, if for some reason the employee must leave their home during the absence for sickness, then, in that case, the employee must leave a telephone number where employee can be reached.
- I. The Township may, at its discretion, schedule medical examinations for all Township employees annually, or more frequently, if the Township deems it necessary.
- J. Employees shall be permitted to accumulate unused sick leave during an employee's tenure for purposes of receiving terminal pay at time of retirement or resignation of a vested employee. Upon retirement or resignation of any vested employee, any accumulated sick leave shall be paid to the employee based on the rate of one (1) day's compensation for each three (3) days of accumulated sick leave to a maximum of ten thousand dollars (\$10,000.00). If an employee dies prior to his retirement, the accumulated sick leave benefits due to the employee shall be paid to employee's estate.

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***NOTE – A vested employee is defined as the following:

Employees hired prior to September 1, 2013 (the signing date of this contract) an employee with at least ten (10) years of continuous service with Hillsborough Township. New employees hired on or after September 1, 2013 an employee with at least fifteen (15) years of continuous service with Hillsborough Township.

- K. Employees who, at the end of the calendar year, have not utilized any sick days during the preceding twelve (12) calendar months will receive a cash payment in January of \$250.00. Those employees who have utilized three (3) or less days during the same time will receive a \$125.00 cash payment.
- L. Once all accumulated sick leave has been used for sickness, the employee may apply any unused vacation leave to cover such sickness.
- M. If an employee sustains an injury or illness, the employee will be continued without loss or pay for a maximum of one (1) year from the date of the disability or accident. An employee will be eligible for such leave of absence, if it is due to a job injury defined in the New Jersey Workers Compensation Law. Payments which an employee receives as provisions of the Workers Compensation Law or temporary disability laws shall either be remitted to the Township or used as an offset to full salary payments.
- N. Members of the Township who absent themselves in an improper manner shall be subject to disciplinary action being preferred against them.
- O. Employees covered by this Agreement, under certain qualifications, will be entitled to receive a physical provided for the Township. Persons over the age of forty (40) will be entitled to receive one (1) physical per year paid for by the Township. Employees under the age of forty (40) will be able to receive one (1) paid physical every three (3) years. To be eligible for such physicals, employees must have such physical performed by the Township designated physician and must be cleared by the Administrator prior to the physical taking place. In addition, no other person, other than the employee, will be entitled to such physical and only while in the employ to the Township. Said request for a physical must be in writing to the Administrator in order to be eligible to receive approval for such.

**ARTICLE XIX
OCCUPATIONAL INJURY**

- A. An employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury as defined in New Jersey Workmen's Compensation Law will be reimbursed to the date of the injury, when substantiated by the Township physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workmen's Compensation paid under the New Jersey Workmen's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one (1) year from the date of injury.

- B. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

**ARTICLE XX
NON-PAID LEAVES OF ABSENCE**

- A. All leaves of absence without pay shall be at the discretion of the Township Committee and in accordance with the Family Medical Leave Act and the New Jersey Family Leave Act.
- B. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with seniority continued retroactively, exclusive of the period of absence, and no loss of other employee right, privileges, or benefits, provided, however, that sick leave, vacation leave, holiday pay and longevity shall not accrue.

**ARTICLE XXI
JURY LEAVE**

- A. Any regular full-time employee covered by this Agreement who is required to serve on a jury, shall be granted a leave of absence with pay to serve on said jury. During the time that employee is serving on said jury, the employee shall receive his pay from the Township. The amount of pay is to be the difference between full pay and jury pay. The employee shall be paid only for actual time required to serve on jury duty, and, if there are times the employee isn't scheduled for jury duty, then employee must report for work. If excused before 11:00 a.m. for that day, the employee shall report for work.
- B. All requests for jury leave must be filed with the department head within four (4) days from receipt of summons. Certification of jury service following jury duty shall be submitted to the department head and placed in Personnel History file.

**ARTICLE XXII
BEREAVEMENT LEAVE**

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the date of the funeral, whichever the employee chooses, for a period not to exceed five (5) consecutive working days (which includes either the day of death or the day of the funeral).
- B. The term "immediate family" includes spouse, parent and sibling of spouse, domestic partner, civil union partner, daughter, son, father, mother, brother, sister, grandfather, grandmother, grandchild, mother-in-law, father-in-law, step-father, step-mother, step-brother, step-sister, step-child or relative who is regularly living in the employee's household.

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- C. All employees covered by this Agreement shall be entitled to one (1) work day leave without loss in pay to attend the funeral of anyone in the "non-immediate family". For the purpose of this article, the term "non-immediate family" is defined to mean aunt, uncle, niece, nephew, brother-in-law, grandparent and spouse's grandparent and sister-in-law.
- D. But in no event shall employees be paid for more than eight (8) hours in any one work day and such bereavement leave pay shall be at employee's regular rate. Proof of death shall be submitted by employee to Township to qualify. If a member of the employee's immediate family is buried outside the State of New Jersey and the employee attends said funeral, then the employee will receive one (1) day's additional consecutive paid working day in addition to the provisions of §A above.
- E. It is the intention of this Article that an employee will suffer no loss of regular pay for the time period specified above. In the event that the employee is already receiving payment in the form of vacation pay or other compensation from the Township, bereavement leave will supersede.

**ARTICLE XXIII
MILITARY LEAVE**

- A. Any full-time employee covered by this Agreement who is a member of the United States Reserves, or a State National Guard, and is required to engage in annual active duty training, shall be granted a leave of absence in accordance with applicable State Law.
- B. The employee shall be entitled to be paid the difference between the employee's regular Township salary and the employee's military pay, if the military pay is less than the employee's regular base Township pay for the period of military leave.
- C. Such leave shall not exceed fifteen (15) consecutive days of training.

**ARTICLE XXIV
BULLETIN BOARDS**

- A. The Township shall provide a bulletin board in the rest area for the purposes of Union business.
- B. Notice of Union meetings, official Union business, and Union social, recreational and educational events shall be the material posted by the Union. Such notices shall be signed by a Union officer prior to posting and must be on Union letterhead. No notices of a political nature or notices disrespectful to the Township or officials of the Township shall be posted on said bulletin boards.

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**ARTICLE XXV
UNION REPRESENTATIVES**

- A. A representative of American Federation of State, County and Municipal Employees New Jersey, AFL-CIO Local 3697 shall be admitted on the premises of the Employer. The representative shall notify the Township Administrator of their presence on the premises and indicate the nature of their business and anticipated duration of the visit.
- B. The Township recognizes and shall deal with the accredited Union President or their designee in all matters relating to grievances and interpretation of this Agreement.
- C. A written list of the Union Officials and Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer within seven (7) calendar days of any change in Union Stewards and Officials during the calendar year, in addition to January 15th of every year of this Agreement.
- D. The Township agrees to recognize a maximum of two (2) Stewards selected by the Union. The Union President or their designee shall be granted a reasonable amount of time during regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township, and the investigation and presentation of grievances in accordance with the provisions of the Agreement. Both parties agree that if it is necessary for the President or their designee to perform any of such duties during their work time, the President, or their designee, shall be released from work by their supervisor when it is convenient to the Township and only to the extent necessary to make the investigation and for conferring with the Township representative. Neither the President nor their designee shall leave their work without first obtaining the permission of their division head which permission shall not be unreasonably withheld.
- E. The President or their designee is authorized to investigate, present and process grievances on or off the premises, provided such activity is not disruptive of any work in which they are engaged and subject to the necessity of maintaining their schedule and not disrupting the schedule or manpower of any other member of the bargaining unit who may be involved in the grievance. The President or their designee shall notify their supervisor whenever they are working on a grievance matter or related thereto. Union meetings which are scheduled during the lunch period must result in office coverage which is satisfactory to the Township Administrator or their designee.
- F. Any settlement of a grievance by the President or their designee and the employee's supervisor involved in the dispute shall be reviewable by the Township and the Union at the request of either and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

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**ARTICLE XXVI
UNION CONFERENCES AND CONVENTION LEAVES**

- A. An employee of the Township who is a duly authorized delegate of the Local Union may apply for a leave of absence to attend the International Convention, American Federation of State, County and Municipal Employees New Jersey, AFL-CIO Local 3697 Conventions, Conferences and Educational Classes. Said leave of absence shall not exceed two (2) days for any employee in any one (1) year nor shall the number of people so authorized exceed two (2) persons in any (1) one year. The employee receiving leave of absence to attend Union conferences as above described shall be entitled to be paid for his or her regular wages during said leave.
- B. The Township shall approve the application for leave of absence submitted by the duly authorized delegate, so long as the efficient operation of the Township permits, however, such determination shall not be subject to the grievance procedure.
- C. At least thirty (30) calendar days advance written notice must be given to the Township Administrator by the Union for such requests. There shall also be written approval, as per the provision above, for the Union President and Vice President to attend quarterly AFSCME one (1) day Executive meetings held in New Jersey.

**ARTICLE XXVII
ACCESS TO PERSONNEL FILE**

- A. An employee shall within five (5) working days of a written request to the Township Clerk, have an opportunity to review their personnel folder in the presence of the Township Clerk or designee to examine any criticism, commendation or any evaluation of employee's work performance or conduct prepared by the Township during the term of this Agreement. They shall be allowed to place in such a file a response of reasonable length to anything contained therein.
- B. The contents of the employee's personnel history file shall not be made public unless required in disciplinary proceedings or by court order or subpoena process in a judicial proceeding.
- C. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the contents of the evaluation unless such agreement is stated thereon.
- D. The contents of a written evaluation of an employee shall not be subject to the grievance procedure, but said employee may confer with the Personnel Committee of the Township Committee and any determination by said Personnel Committee shall be non-grievable.
- E. The Township shall maintain only one (1) set of personnel records and it shall be maintained by the Township Clerk.

- F. Before any disciplinary action is placed in an employee's personnel file, said employee shall be notified of such action in the presence of a Union Steward or President if the employee so desires.
- G. All employees covered by this collective bargaining agreement will be provided access to the Employee portal.

**ARTICLE XXVIII
RULES AND REGULATIONS**

- A. Copies of all Rules and Regulations shall be posted on the bulletin board. A copy of the fully executed collective bargaining agreement between the parties will be available on the Township's payroll system.
- B. Where any rules, regulations or policies are in conflict with the express provisions of this Agreement, the express provisions of this Agreement shall govern.

**ARTICLE XXIX
EMERGENCY**

- A. In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy.
- B. The determination as to what conditions constitute an emergency will be at the discretion of the Mayor and/or Mayor's designee and will not be subject to the grievance procedure.

**ARTICLE XXX
LATENESS AND ABSENCE**

- A. Employees have the responsibility to notify their supervisors prior to the beginning of their assigned shift if they are to be tardy or absent. If, for an emergency, the employee is unable to call prior to the beginning of the shift, they must make notification within the first one-half (1/2) hour of their assigned shift to advise them of the fact.
- B. If an employee fails to notify said supervisor that employee is tardy or absent, employee may be subject to discipline and/or the loss of pay for the period of time during which employee is either tardy or absent.

Handwritten initials/signature in blue ink.

**ARTICLE XXXI
MEMBERSHIP PACKETS**

- A. The Union may supply kits or packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the Township and the Union.
- B. The Union agrees to distribute such membership kits or packets to new employees during the initial phase of employment but only during non-working hours.

**ARTICLE XXXII
WORK UNIFORMS**

(RESERVED)

**ARTICLE XXXIII
WAGES**

- A. The Township will pay each employee on the 15th and 30th of each month. Each payroll shall be calculated 1/24th of the employee's annual salary.
- B. (1) For purposes of wage determination employees of the clerical and support staff are grouped into one (1) class, Class I, as follows:

TITLE

- Administrative Assistant
- Assessment Clerk
- Bookkeeper
- Bus Driver
- Civilian Police Specialist
- Clerk
- Deputy Court Administrator
- Environmental Health Aide
- Field Representative
- Recreation Assistant
- Recreation Program Coordinator
- Secretary
- Senior Engineering Aide/Inspector
- Technical Assistant
- Technical Assistant to the Construction Official

(2) Professional Job Grades

Job Title

Grade

Assistant Township Engineer	10
Assistant Township Engineer – Survey	10
Building Sub-Code Official	10
Assistant to Township Engineer	11
Fire Sub-Code Official	11
Plumbing Sub-Code Official	11
Electric Sub-Code Official	11
Assistant Building Sub-Code Official	11
Building Inspector	12
Electrical Inspector	12
Engineering Aide	12
Field Inspector for Tax Assessing	12
Fire Inspector	12
Multi-License Inspector (for Building Department)	12
Office Administrator	12
Plumbing Inspector	12
Registered Environmental Health Spec.	12

C. (1) Members of the bargaining unit shall be eligible for a wage increase as follows:

On January 1, 2022 January 1, 2023, January 1, 2024 and January 1, 2025 an increase to salary in the amount of 2.5% for all active employees who are employed with the Township on those dates.

(2) No employee is guaranteed the new top of the range. Those employees at the top of the range will receive the contractually agreed increase over their present salary only. Any increase beyond the amount determined by the contractually agreed increase must be approved by the governing body as a step increase.

(3) This change allows for employees who are at the top of their Class/Grade to receive a merit increase, if approved, in addition to the contractually agreed increase.

(4) Union employees recommended for merit increases by their respective Department Head will receive a written decision from the Township Administrator when the increase is not approved. Decisions regarding merit increases shall not be subject to the grievance process.

(5) New employees for clerical positions who are hired from outside the Township's employ shall generally receive a starting salary of \$35,000.00. In the event that no qualified candidate can be obtained at \$35,000.00, the position can be filled by an outside employee making a starting salary between \$35,000.00 and \$45,000.00, depending on the prospective employee's credentials, job experience, etc. after an agreement between the Township and the Union (President/Vice President).

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(6) Salary ranges for this Agreement are set forth in Appendix B.

D. New Union employees shall be defined throughout this Agreement as follows: An employee who is currently not a member of this Union (AFSCME Local 3697), irregardless of whether they are currently or have previously been employed in another capacity by Hillsborough Township. (Examples of such are, but not limited to the following: part-time employees, non-union positions/employees or a member of another existing union representing employees within the Township).

E. Merit Increases

Employees are eligible to be considered for a performance pay increase each year if the annual employee's evaluation review is "far exceeds."

See Performance Rating Scale below:

Performance Rating Scale

- Performance Ratings:
- 5 = Far exceeds
 - 4 = Exceeds requirements
 - 3 = Meets requirements
 - 2 = Meets most requirements
 - 1 = Does not meet most requirements

1. Department Heads will make recommendations for merit increases based upon the annual evaluations of employees in their departments.

Departments Heads and/or Supervisors shall consider the following when conducting an annual evaluation:

- Goals and Objectives
 - Quarterly Accomplishments
 - Mid-Year Appraisals
 - Final Appraisal
- Materials accumulated within year in review
 - Letters
 - Commendations
 - Other pertinent material

2. A Compensation Committee consisting of the Township Administrator and all Department Heads with White Collar Personnel will consider all recommended personnel annually. A decision will be made by the Compensation Committee to grant employees a merit increase. Of the top five (5) recommended employees, each shall receive a merit increase of Two-thousand(\$2,000) Dollars per employee; the next three (3) recommended employees shall receive a merit increase of One Thousand (\$1000.00) Dollars per employee and the remaining eligible members shall receive a merit increase of Five Hundred (\$500.00) Dollars.

In lieu of receipt of a merit increase an employee eligible for a merit increase may substitute vacation in the following increments for the period of the contract. Any vacation time taken in lieu of a merit increase shall not carry over year to year and must be used in the year in which it is earned in lieu of a merit increase. For example, if an employee takes 5 vacation days in lieu of a merit increase in the calendar year 2022, the 5 vacation days must be used in the calendar year 2022.

- \$2,000 - 5 days vacation
- \$1000 - 3 days vacation
- \$500 - 2 days vacation

3. Decisions of the Compensation Committee shall not be able to be grieved.
 4. Nothing in the plan prohibits the Township Committee from awarding additional merit increases, based upon Department Head, Compensation Committee and/or Township Administrator recommendations.
 5. Employees who believe they are unfairly passed over for recommendation by their Department Head will be entitled to a hearing with the Township Administrator, in a process mutually agreed upon by the Union Executive Committee and the Township Administrator to seek recommendations for consideration by the Compensation Committee.
 6. Recommendations and personnel evaluations must be completed by Department Heads by November 30. Decisions must be made by December 31.
- F. Any bargaining unit member who takes a class(es) and receives a license and uses it on a regular basis for the Township shall receive a One Thousand (\$1,000.00) Dollar, one (1) time only, non-base pay stipend, less all applicable deductions. The determination to grant payment and when to grant same shall be made by the Township Administrator. The stipend shall not apply to licenses (i.e. T.A.C.O.) which are a requirement of the job and thus exempt from this Section.
- G. 1. The Township agrees to reimburse employees who elect to attend and successfully complete a State Certified training course resulting in the issuance of a License used for the specific benefit of the Township.
2. Reimbursement is defined as seventy-five percent (75%) of the cost of the course and applicable test only. Employee's time, travel and additional expenses associated with taking the course is the sole responsibility of the employee.
 3. In exchange for the reimbursement, the employee agrees to remain a full-time employee of the Township for a twelve (12) month period, beginning the date of issuance of the license and to utilize the services afforded by the additional License for the benefit of the Township.

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4. If the employee is terminated for cause or resigns before the expiration of the twelve (12) month period, a prorated portion of the reimbursement will be paid back to the Township by the employee. Before an employee registers for any course covered by this Article, prior approval from the Township must be received in writing.

H. Out of Title Work

Any employee assigned to, and working in full capacity, in an out of title position, in a job level higher than their own, for a period of four (4) weeks in any eight (8) week time period shall be paid at least entry level of the higher job classification or ten percent (10%) higher than their own rate of pay, whichever is greater, subject to the following:

Except in cases of emergency, no employee may work out of title until such has been approved, in writing, by the Township Administrator.

An employee who receives out of title pay for a six (6) consecutive month period will have a review of their job description by the joint Committee of the President of the Union, the Township Administrator, and at least one (1) member of the Township Personnel Committee and, if warranted, their title and job description will be adjusted accordingly.

- I. Each Department Head will be ordered by the Township Administrator to determine what position(s) require the acquisition of a certificate or license within a specific period of time (i.e. T.A.C.O. for Building Department; Registrar for the Health Department, etc.). The employees must either have the certificate at the time of the job acquisition or within one (1) calendar year of their obtaining the employment in question, unless the class(es) needed to obtain the certification is (are) completely unavailable. The failure to obtain the required certification in the established time frame above shall result in the employee's termination from the Township's employ.

ARTICLE XXXIV DISABILITY INSURANCE

The Township shall obtain from an insurance company authorized to do business in New Jersey a disability policy of insurance covering each employee and providing disability insurance equal to fifty (50%) percent of the employee's base salary and payable for a term of six (6) months, subject to a seven (7) day waiting period. The Township shall pay one hundred (100%) percent of the cost of said policy.

ARTICLE XXXV SEPARABILITY AND SAVINGS

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, except to the extent permitted by law, and that all other provisions or applications of the Agreement shall continue in full force and effect for the duration of this Agreement.

or
pb


**ARTICLE XXXVI
FULLY BARGAINED AGREEMENT**

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation.
- B. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matters whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

**ARTICLE XXXVII
TERM OF AGREEMENT**

- A. This Agreement shall be effective as of the 1st day of January, 2022 and shall remain in full force and effect through the 31st day of December, 2025.
- B. It shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.
- C. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party. In the event that either party desires to terminate this Agreement at the anniversary date, written notice must be given to the other party not less than ten (10) days prior to the desired termination date.
- D. It is hereby agreed upon mutual consent of the Union and Management to reopen this contract to discuss amendments to the articles or positions of this contract.



TOWNSHIP OF HILLSBOROUGH,
COUNTY OF SOMERSET


Shawn Lipani, Mayor

ATTEST:


Pam Borek, Township Clerk

AFSCME OF NEW JERSEY, AFL-CIO
LOCAL 39-7


_____, President

_____, Vice President

er
PB

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TOWNSHIP OF HILLSBOROUGH,
COUNTY OF SOMERSET

AFSCME OF NEW JERSEY, AFL-CIO
LOCAL 3967

Shawn Lipani, Mayor

ATTEST:

John Capree
, President
, Vice President

Pam Borek, Township Clerk

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PB

APPENDIX A – JOB TITLES

- ADMINISTRATIVE ASSISTANT
- ASSESSMENT CLERK/FIELD REPRESENTATIVE
- ASSISTANT BUILDING SUB-CODE OFFICIAL
- ASSISTANT TO TOWNSHIP ENGINEER
- ASSISTANT TOWNSHIP ENGINEER/ SURVEY
- BOARD OF HEALTH SECRETARY
- BOOKKEEPER
- BUILDING INSPECTOR
- BUS DRIVER
- CIVILIAN POLICE SPECIALIST
- CLERK – PLANNING/ZONING
- CLERK – TAX COLLECTOR/CFO
- CLERK – VIOLATIONS
- CLERK – ASSESSMENT
- CLERK – PUBLIC WORKS
- CLERK – POLICE
- ELECTRICAL SUB-CODE OFFICIAL
- ELECTRICAL INSPECTOR
- ENGINEERING AIDE
- ENGINEERING INSPECTOR
- FIELD REPRESENTATIVE
- FIRE INSPECTOR
- FIRE SUB-CODE OFFICIAL
- MULTI – LICENSE INSPECTOR (FOR BUILDING DEPARTMENT)
- OFFICE ADMINISTRATOR
- PLUMBING INSPECTOR
- PLUMBING SUB-CODE OFFICIAL
- RECREATION ASSISTANT
- RECREATION ASSISTANT/RECREATION PROGRAM COORDINATOR
- REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SECRETARY
- REGISTRAR OF VITAL STATISTICS
- SECRETARY TO TAX ASSESSOR
- SENIOR BUS DRIVER SERVICES/TRAFFIC CLERK
- SENIOR ENGINEERING AIDE/INSPECTOR
- TECHNICAL ASSISTANT
- TECHNICAL ASSISTANT/SECRETARY TO THE CONSTRUCTION OFFICIAL

dc
1/2/23

APPENDIX B

SALARY RANGES AFSCME CONTRACT

	Beginning Salary New Employee 2022	Highest Salary for Class/Grade 2022
Class I	\$35,000.00	\$73,999.03
Grade 12	\$41,333.29	\$98,083.26
Grade 11	\$44,338.58	\$105,189.70
Grade 10	\$47,830.64	\$113,508.82
	2023	2023
Class I	\$35,000.00	\$75,849.00
Grade 12	\$41,333.29	\$100,535.34
Grade 11	\$44,338.58	\$107,819.45
Grade 10	\$47,830.64	\$116,346.54
	2024	2024
Class I	\$35,000.00	\$77,75.23
Grade 12	\$41,333.29	\$103,048.73
Grade 11	\$44,338.58	\$110,514.93
Grade 10	\$47,830.64	\$119,255.20
	2025	2025
Class I	\$35,000.00	\$79,688.86
Grade 12	\$41,333.29	\$105,624.94
Grade 11	\$44,338.58	\$113,277.81
Grade 10	\$47,830.64	\$122,236.58

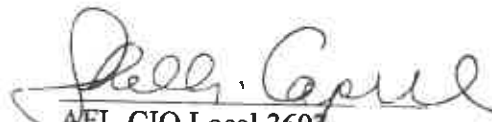
**MEMORANDUM OF AGREEMENT
BETWEEN THE TOWNSHIP OF HILLSBOROUGH AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
OF NEW JERSEY
AFL-CIO LOCAL 3697**

The Negotiating Committees for the above captioned parties agree to recommend for ratification the changes to the January 1, 2017 through December 31, 2020 Collective Negotiations Agreement between the parties set forth in the numbered paragraphs below:

1. The Collective Negotiations Agreement between the parties be and hereby extended for a period of one (1) year commencing on January 1, 2021 and ending December 31, 2021.
2. Article XXXIII (C.) Wages, shall extend the 1.75% increase through December 31, 2021.
3. The relevant provisions of the parties' January 1, 2017 through December 31, 2020 Collective Negotiations Agreement shall be modified consistent with the terms of this MOA; and
4. Any provisions of the parties' January 1, 2017 through December 31, 2020 Collective Negotiations Agreement not referenced in this MOA shall remain in full force and effect.
5. This MOA is subject to ratification by the membership of AFL-CIO Local 3987 and ratification by the Township Committee.



Anthony Ferrera
Township Administrator



AFL-CIO Local 3697
AFSCME of New Jersey

