

AGREEMENT

between

THE TOWNSHIP OF FRANKLIN

and

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1034**

1-22-04

<u>INDEX</u>	Page#
<u>Preamble</u>	3
<u>Recognition</u>	4
<u>Union Security</u>	5
<u>Union Representation</u>	6
<u>Non-Discrimination</u>	7
<u>Maintenance of Work Operations</u>	8
<u>Management Rights</u>	9
<u>Grievance Procedure</u>	10
<u>Seniority</u>	12
<u>Job Openings</u>	13
<u>Force Reduction</u>	14
<u>Hours of Work & Overtime</u>	15
<u>Holidays</u>	18
<u>Vacations</u>	19
<u>Leave of Absences</u>	20
<u>Disability</u>	22
<u>Sick Leave & Personal Days</u>	23
<u>Health & Pension</u>	25
<u>Uniforms</u>	27
<u>Disciplinary Actions</u>	28
<u>Miscellaneous</u>	31
<u>Wages</u>	32
<u>Health & Safety</u>	34
<u>Light Duty</u>	35
<u>Severability</u>	36

PREAMBLE

THIS AGREEMENT made and entered into _____ between the TOWNSHIP OF FRANKLIN, Somerset County, New Jersey, here-in-after referred to as the “EMPLOYER” and Local 1034 of the Communication Workers of America, One Lower Ferry Road, West Trenton, NJ 08628 hereinafter referred to as the “UNION”.

WHEREAS, pursuant to a Public Employment Relations Commission election conducted on May 22, 2003, it has been certified that CWA Local 1034 represents a majority of all blue-collar employees employed by the Employer;

NOW, THEREFORE, it is mutually agreed between parties hereto that this Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment as follows:

ARTICLE 1: RECOGNITION

- A.** The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all the employees now employed or to be employed as blue collar employees in the Department of Public Works, including the divisions of Landscape Maintenance, Water and Department of Health including Laborer, Mechanic, Truck Driver, Dispatcher, Equipment Operator, Water Maintenance Worker, Water Meter Reader, Custodian, Parks Maintenance Worker, Animal Control Officer, and Animal Custodian; excluding Administrative Office Clerical and Technical Personnel, Managerial Executives, Craft Employees, Professional Employees, Police Officers and Supervisors of the Employer in all matters pertaining to wages, hours and conditions of employment.
- B.** The Union recognizes that the Employer is a Public Body Politic that was created and exists by virtue of statutory enactment, that it is the nature of a political subdivision, and that its operations are for the public benefit.
- C.** By reason thereof, the Union acknowledges the power of the Employer to enter into this Agreement or any of the provisions thereof is or may be subject to legal limitations, and, in the event all or any part of this Agreement contravenes any statutory or legal requirements or exceeds the lawful powers of the Employer, then to the extent of such contravention, this Agreement or such of its provisions as are legally objectionable shall be null and void. The parties mutually agree that the nullity of any provisions shall not void the remainder of this Agreement, provided however, that such provision can be severed from the Agreement without substantially affecting the whole thereof.

ARTICLE 2: UNION SECURITY

- A. It is agreed that at the time of hire, new employees who fall within the negotiations unit, will be informed of the union's representation status and that they may join the union after completion of the probationary period, or pay to the union a Fair Share/Agency Fee in lieu thereof.

- B. The employer agrees to deduct from the wages of employees who submit Dues Authorization Cards, the dues uniformly required by the union pursuant to the provisions of N.J.S.A. 52:14-15.9E. The union shall notify the employer in writing of the amount of membership dues and/or fee. The employer shall implement such notification within approximately thirty days of receipt thereof.

- C. If an employee does not become a member of the union after thirty-one days employment, and during any period of time when this agreement is in effect, said employee will be assessed a Fair Share/Agency Fee equal to eighty-five percent (85%) of the regular dues amount payable by union members. Such deductions shall be handled in the same manner as normal dues deductions.

- D. All Dues and Fees deducted by the employer shall be forwarded on a monthly basis, along with a list of employees for whom such deductions were made, to the union office. Such transmittal shall be by check by the fifteenth (15th) day of the proceeding month.

- E. No deduction will be made for any pay period in which there is insufficient pay available to cover same after all other deductions required by law have been made.

- F. On or about the last day of each month, the employer will submit to the union a list of employees who began their employment during that month. The list will include name, title and hire date.

- G. The union agrees to 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 in reliance upon the salary deduction authorization cards submitted by the union to the Township.

- H. The union agrees to establish and maintain a procedure by which a non-member employee may challenge the Agency Fee assessment in accordance with all applicable law. In the event a challenge is filed, the challenging employee's deductions shall be held in escrow by the Township pending the resolution of said challenge.

ARTICLE 3: UNION REPRESENTATION

- A. Designated representatives of the union may enter Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. The union shall notify the Administrator or appropriate supervisor of its desire to enter upon the premises and such permission shall not be unreasonably withheld, provided there shall be no interference with the normal operations of the Township.
- B. Shop Stewards shall be allowed a reasonable amount of time to process and investigate grievances. Stewards found abusing this privilege may be subject to disciplinary action.
- C. Stewards or other employee union representatives shall be allowed to leave work to attend off site union meetings or training sessions without loss of pay. Such leave time will be limited to an annual aggregate of four (4) paid days and four (4) unpaid days. At least three days advance notice of such shall be provided to the appropriate management person. Such leave may be denied in the event of an emergency, which requires the employee's presence on the job.
- D. Whenever an employee is required to attend an investigatory interview, which may result in disciplinary action in excess of an oral reprimand, the employee shall be entitled to have a union representative present.
- E. Whenever an employee is issued written notification of disciplinary action, a copy thereof will be forwarded to the union office.

ARTICLE 4: NON-DISCRIMINATION

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

- B. The Township and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union. The employee may elect to use the grievance procedure as outlined herein. The employee/Union agrees to notify the Township of any alleged discrimination/sexual harassment and give the Township 15 days notice to correct such before instituting a grievance. Nothing herein will relieve any party of any duty it has by law to mitigate or correct the alleged discrimination/sexual harassment.

- C. The Township and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate.

ARTICLE 5: MAINTENANCE OF WORK OPERATIONS

- A.** It is agreed that, during the terms of this Agreement, neither the Union, its Officers or Members, shall instigate call, sanction, condone or participate in any strike, (or threats thereof), slowdown, stoppage of work, boycott, picketing, willful failure to report for work, or willful interference with production, transportation or distribution, and that there shall be no lockout of employees of the Employer.
- B.** In the event that any of the employees violate the provision of the above paragraph, the Union shall immediately order any of its members who participate in such action back to their jobs, forward copies of such order to the Employer, and use every means at its disposal to influence the employees to return to work.
- C.** Any employees failing to report back to work within twenty four (24) hours of the strike, slowdown, stoppage or boycott or failing to cease engaging in any of the above conduct will be subject to discipline by the Employer. Discipline may include the loss of seniority or discharge.

ARTICLE 6: MANAGEMENT RIGHTS

- A. The Employer 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 United States.
- B. The executive management and administrative control of its municipality, its properties and facilities, and activities of its Employees, personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer.
- C. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and or the effective operation of the Department after advance notice to the Employees. No rule or regulation shall be implemented before discussing same with the Union.
- D. To set rates of pay for temporary or seasonal employees.
- E. To suspend, demote or take any other appropriate disciplinary actions against Employees for good and just cause according to law.
- F. Nothing contained herein shall prohibit the Employer from contracting out any work.
- G. Subject to Article (5) Section (5) Force Reduction; to lay off Employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non- productive.
- H. The Employer reserves the right as 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 Departments involved.
- I. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the laws and Constitutions of the State of New Jersey and of the United States.
- J. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S.40A:1-1 et seq., or any national, state, county or local laws or regulations.

ARTICLE 7: GRIEVANCE PROCEDURE

- A. A grievance shall be a claim by an employee who has been harmed by the interpretation or application of this Agreement.
- B. A grievance to be considered under this procedure must be in writing within ten (10) calendar days from the time when the cause of the grievance occurred, or when an employee would have first become aware of the cause and the procedure following shall be resorted to as the said means of obtaining adjustment of the grievance.
- C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision. The time frames contained herein may be extended by mutual agreement between the parties.
- D. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Supervisor. The Supervisor shall within five (5) working days thereafter give an oral or written answer on the grievance.
- E. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and within five (5) days the Shop Steward shall serve the same upon the Employer. Within five (5) working days thereafter, the grievance shall be discussed between the Director of the Department and a representative of the Union. A written decision shall be given the Union within five (5) working days thereafter.
- F. If the decision given by the Director of the Department to the Union does not satisfactorily settle the grievance, the Union shall notify the Assistant Township Manager, within five (5) working days of its desire to meet. The Assistant Manager shall meet with a representative of the union within (5) working days after receipt of such notice. A written decision shall be given to the Union within five (5) working days thereafter. If not settled on the basis of the Assistant Manager's answer, the union may request a meeting with the Township Manager to review the matter further.
- G. In the event the grievance is not satisfactorily settled by the meeting between the Township Manager and the representative of the Union, then both parties agree that within *fifteen (15) working* days either party may request the Public Employment Relations Commission or the NJ Board of Mediation, to aid them in the selection of an Arbitrator, according to the established rules and regulations, who shall have full power to hear and determine the dispute, and the Arbitrator's decision shall be final and binding.

- H. The arbitrator shall be bound by the provisions of this Agreement and by the applicable laws of the State of New Jersey and the United States and decisions of the courts of the State of New Jersey and United States. The arbitrator shall not have the authority to add to, modify, detract from or alter the provisions of this Agreement or any amendment or supplement thereto. In rendering his written award, the arbitrator shall indicate his findings of fact and reasons for the decision. The arbitrator's decision shall be final and binding upon the parties subject to applicable court proceedings.
- I. Either party may direct the arbitrator to decide, as preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- J. The cost of the Arbitrator shall be shared equally by the Employer and the Union.
- K. The Union will notify the Employer, in writing, of the names of its employees who are designated by the Union to represent employees under the grievance procedure.

ARTICLE 8: SENIORITY

- A. The Employer shall establish and maintain a seniority list in order of original date of hire. Traditional principles of seniority shall apply in selection of vacation and other applicable circumstances.

- B. The first ninety (90) days of employment for all new employees shall be considered a probationary period. It is further agreed that the Employer may request an extension of this probationary period for up to (1) additional ninety (90) ninety day period which extension will not be unreasonably denied by the Union.

- C. During the probationary periods, the Employer may discipline or discharge such employee for any reason whatsoever. A probationary employee shall not have recourse to the grievance procedure set forth in this Agreement. The Employer shall have no responsibility for the re-employment of probationary employees dismissed during the probationary period.

- D. An employee's seniority shall cease under the following conditions.
 - 1. Resignation
 - 2. Retirement
 - 3. Termination for cause

 - 4. Failure to report or return from vacation or sick leave without notifying the Personnel Officer by the third (3rd) day of such continued absence.

 - 5. Failure to report for work or recall from lay-off no later than the regular shift beginning on the fourth (4th) working day following the date of the receipt accompanying the notice mailed by certified mail to the last known address of the employee contained in the personnel files.

 - 6. Lay-off more than twelve (12) consecutive months.

ARTICLE 9: JOB OPENINGS

- A. If new jobs are created or if vacancies occur the Employer will determine the qualifications required for the position.

- B. The Employer agrees to post a notice of each new job or vacancy on the bulletin board five (5) working days prior to public advertisement. The above notice shall remain on the bulletin board until the application deadline. Such notice shall contain a description of the job, the rate of pay and the start date. Interested employees must apply in writing to the Personnel Office. All employees are eligible to bid on any opening.

- C. The Employer shall determine which, if any, of the unit applicants meet the qualifications. The most senior of those determined by the Employer to meet the qualifications shall be deemed to be the successful bidder. If an employee is determined to be unqualified, he may request a meeting with the Department Head within five (5) working days after notice of the selection is made. Successful applicants will be notified in writing of their appointment. Factors to be considered include:
 - * Length of service within the Township.
 - * Length of service within the department.
 - * Ability to perform duties of position.
 - * Possession of necessary technical skills and licenses.

- D. Any employee selected to fill such job shall serve a work-test period of up to sixty (60) calendar days. If it is determined, by the employer at any time during the work-test period that the promoted employee is not qualified for the position, the employee shall be returned to his former position or a position equivalent thereto at his or her previous rate of pay.

- E. The promoted employee shall receive the rate for the job as of the day he/she begins the work-test period. Such rate will be equal to or greater than the next increment in a lower scale position

- F. The Employer shall establish the hourly rate for any new or materially changed job title falling in the scope of the bargaining unit and shall notify the Union in writing. If the Union files a written protest, the Union and Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs and shall determine the appropriate hourly rate accordingly.

ARTICLE 10: FORCE REDUCTION

- A. Seniority shall be the governing factor in the reduction or restoration of the working force, however, no employee assigned to and performing the duties of a classification which is above that of Laborer shall be laid off unless the retained employee is qualified to perform the duties of that classification.
- B. In the event of a reduction in the number of persons in a job classification or of the abolishment of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay, secondly into a classification carrying a lesser rate of pay.
- C. A Central Maintenance Mechanic, Equipment Operator, or Water Maintenance Worker may bump a truck driver or laborer, but a truck driver or laborer may not bump into one of these positions unless qualified.
- D. Notice of any impending lay-off shall be placed upon the bulletin board forty-five (45) calendar days prior to the lay-off.

ARTICLE 11 HOURS OF WORK AND OVERTIME

A. The normal workweek shall be Monday through Friday comprised of five (5) days of eight (8) hours each. The work schedules may be adjusted by mutual agreement of the parties. The work schedules, inclusive of a one-half hour unpaid lunch period, will be:

Roads and Water	7:30am to 4:00pm
Mechanic (Bd. of Ed.)	6:30am to 3:00pm
Mechanics, Parks & Bldg. & Grounds	7:00am to 3:30pm
Animal Control	8:00am to 4:30pm
Late Shift Bldg. & Grounds	8:30am to 5:00pm

Employees may not work through the lunch period unless approved by supervision.

- B. All work performed in excess of eight (8) hours per day or forty (40) hours per week, shall be compensated at the rate of one and one-half (1-1/2X) the employee's regular hourly rate. All work performed in excess of sixteen (16) consecutive hours shall be compensated at two times (2X) the employee's regular hourly rate. All work performed on Sunday will be compensated at two times (2X) the employee's regular hourly rate. All earned time shall be considered as hours worked for purposes of calculating overtime.
- C. The employer shall notify the employees of any Saturday or Sunday work by the end of the shift on Thursday insofar as possible.
- D. Overtime will be distributed on a rotating seniority basis as equally as possible. A logbook will be maintained which shall be accessible to the stewards for review. Overtime offered and refused will be recorded for equalization purposes as overtime worked; except that overtime offered after the end of the shift on Thursday will not be charged against an employee who declines the offered overtime.
- E. Unless previously notified that there is no work, employees who report for their regular or overtime shift shall be guaranteed eight hours at the applicable rate of pay.
- F. Employees on Stand-By, who are subject to disciplinary action for non-response, shall receive \$25.00 per night stand-by pay in addition to compensation for any hours actually worked.
- G. Employees called back to work, shall receive a minimum of four (4) hours overtime. The four-hour minimum shall apply to employees called to work within four hours of the start of the regular shift, even if the four hours overlap the employee's regular shift.
- H. Seasonal or part-time employees shall not work overtime unless all regular employees have been offered an overtime opportunity.
- I. Employees are entitled to one fifteen (15) minute break in the morning and one fifteen (15) minute break in the after noon with no loss of pay.

- J. When an employee is required to work in excess of ten hours, he shall be entitled to a second one-half hour meal period without loss of pay. For each additional five hours of work over and above ten (10) hours (inclusive of the above mentioned second meal period) such employee shall be entitled to an additional one half-hour meal period. Such employee will be entitled to a ten dollar (\$10.00) meal allowance for each meal period incurred upon presentation of a receipt to the employer.
- K. An employee temporarily assigned the duties of a higher pay classification shall receive the rate of pay for the higher classification that is above the employee's regular rate of pay. An employee temporarily transferred to a lower pay classification shall suffer no reduction in pay.
- L. Employees appointed as leadmen by the Superintendent or appropriate Department Head shall receive a ten percent (10%) pay differential for such period.
- M. Except in an emergency or for training purposes, supervisors and foreman shall not perform work normally performed by members of the bargaining unit.
- N. Bargaining unit members will be able to accrue compensatory time in lieu of overtime pay to a maximum of 240 hours. An employee seeking to use comp time must provide at least three days notice, except in the event of a personal emergency. Comp time cannot be used during periods of time determined by the Township as emergency periods.
- O. If an employee is called to work at least four hours before the start of their regular shift in an emergency situation, the employee shall continue to be paid the applicable overtime rate until the emergency is over. When the emergency is declared over, the employee will resume normal duties for the remainder of their regular shift at the applicable rate in accordance with Section B above. If the employee has already worked eight or more hours when the emergency ends, the employee may opt to go home and receive straight time pay for any remaining hours of his/her regular shift. If an employee is called less than four (4) hours prior to the regular shift, Section G above will apply.
- P. Employees assigned to Night Maintenance shall receive a night differential of 5% non-supervisory or 10% supervisory. Such supervisory differential is in addition to the 10% pay differential (Section L above) for employees acting in lead roles.
- Q. Saturday work for those regularly assigned work with the Mini Dump shall be compensated for at the rate of one and one-half (1-1/2) times the regular hourly rate. Night work for those assigned to Night Maintenance shall receive a differential of 5% non-supervisory, 10% supervisory. Those employees not normally at a supervisory level but assigned to that level temporarily shall receive a 10% supervisory differential when said assignment is formally made.

R. Employees will be entitled to Rest Time Leave, without loss of pay, to be used at the beginning of the employee's regular shift after an overtime assignment under the following circumstances:

- 1) An employee who has ended an overtime assignment after midnight, and is scheduled to work a normal shift that day, is entitled to one hour of rest time leave for each hour actually worked after midnight.
- 2) An employee who has actually worked twelve or more hours between the regular starting times of their shift, is entitled to rest leave time sufficient to provide at least ten hours off duty before returning to duty.

The provisions of Section R above, will not apply on occasions where an employee is not scheduled to work a normal shift following the overtime assignment.

E.g.: A Friday night overtime assignment extends into Saturday and the employee is not scheduled to work a normal shift until Monday. As a result, there is no rest time entitlement.

S. The Township recognizes the safety and liability concerns inherent with extended working hours such as may occur during snow plowing and other weather related emergencies. The Township will provide reasonable breaks and rest periods to employees so assigned, as well as providing facilities for such rest periods at the DPW garage. In circumstances where such rest breaks are necessary, and the employee remains on Township property, such rest periods shall be without loss of pay.

ARTICLE 12: HOLIDAYS

- A. The following days shall be recognized as holidays for which each employee shall be entitled to eight hours of regular pay, provided the employee is in pay status the work day before and after such holiday:

New Year's Day	General Election Day
Martin Luther King Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve (1/2 day PM)
Independence Day	Christmas Day
Labor Day	

- B. Holidays will be celebrated on the day designated for observance by the Township. Holidays falling on Saturday and/or Sunday shall be celebrated on the preceding Friday or proceeding Monday.
- C. In addition to the eight hours of holiday pay, all hours worked on a holiday will be paid at one and one-half (1-1/2) times the regular rate during the normal shift hours. Hours worked outside the normal shift, during the holiday period, shall be paid at two and one-half (2-1/2) times the regular rate. A holiday is defined as the twenty-four hour period beginning at 12:00 a.m. and ending at 11:59 p.m.
- D. If a holiday falls within the vacation period of an employee, the employee will receive the holiday pay or an additional day of vacation at the employee's option.

ARTICLE 13: VACATIONS

A. Employees are entitled to paid vacation in accordance with the following:

During the first calendar year of employment, vacation will be earned at the rate of one (1) day per full month worked. However, newly hired employees will not be eligible to use such vacation until completion of at least six months service.

Effective 1-1-03 each employee will be entitled to vacation in accordance with the following schedule. Progression to the next level of benefit shall commence on the first day of the month in which the employee's anniversary date falls.

<u>Length of Service</u>	<u>Vacation</u>
2 - 5 years	12 days per year
6 - 10 years	15 days per year
11 - 15 years	20 days per year
16- 20 years	25 days per year
21 years or more	30 days per year

- B. Vacation leave shall not be taken in less than half (1/2) day increments unless permission is granted by the Department Head or the Manager.
- C. Earned vacation may be accumulated for up to two (2) years. Employees separated in good standing shall be paid for accrued vacation leave not to exceed two years.
- D. Vacations may be scheduled in accordance with Employee's discretion, subject to the operational needs of the affected department. Senior employees shall be given preference on the selection of vacation.
- E. Winter Vacations --- December 1 through March 31.

1. At any given time, no more than one bargaining unit employee in DPW and one bargaining unit employee in the Health Department may be granted winter vacation of two consecutive weeks or greater without obligating him/herself to be available for snow removal duties.

2. Only two members of the bargaining unit in DPW, may be granted vacation of one week or less without obligating him/herself to be available for snow removal duties.

- F. If an employee severs employment for any reason after using more vacation time than actually earned, the Township may withhold the cash value of all unearned vacation time used from the employee's final pay.
- G. The amount of each employee's unused vacation entitlement will be incorporated on the employee's paystub or otherwise provided.

ARTICLE 14: LEAVES OF ABSENCE

A. Leaves of Absence Without Pay

(1). By making application to the Township Manager thirty (30) calendar days in advance, except in case of an emergency, employees may be granted a leave of absence without pay for up to ninety (90) days.

(2) The Township shall maintain contributions to health, welfare, disability income protection and pension benefits (PERS) for the first ten (10) days of leave of absence without pay, provided said employee has not been granted a similar leave of absence within a three year period of the current request. The employee shall deposit with the Township funds to cover the above costs from the eleventh (11th) day to the end of said leave of absence.

(3) If an employee has been granted a leave of absence without pay within a three (3) year period of a current request, said Employee may be required to cover the cost of all Employer contributions to health, welfare and disability income protection during the period of leave of absence.

(4) After thirty (30) days absence in a no-pay status, the employee will no longer accrue sick leave or vacation credits during the remainder of the leave of absence. Seniority will accrue without interruption for up to ninety days of leave.

B. Bereavement Leave Pay

Employees shall be entitled to up to five (5) days off with pay at the employee's straight time rate in the event of the death of the employee's spouse, child or parent. Employees shall be entitled to up to three (3) days for any other member of the immediate family defined as parent-in-law, grandparent, sister, brother. Employees shall be granted one (1) day off, the day of the funeral, without loss of pay, for the funeral of sister-in-law, brother-in-law, and grandchild. In the event of the death of someone, not listed above, who regularly lives with the employee, the employee may be entitled to up to three (3) days off with pay in accordance with Township policy as determined by the Township Manager. The Employer reserves the right to verify the legal relationship of the family member to the Employee. In the event additional time is needed, the employee may utilize accumulated sick or vacation leave in conjunction with a death in the family.

C. Jury Duty Leave

An employee who is called for jury duty shall be paid his/her regular straight time rate of pay in addition to jury duty pay upon presentation of proper evidence of jury service. However, the employee shall be required to give prior notice to the Employer of his call for jury duty and shall be required to report to work if dismissed from jury duty on any day prior to 12 o'clock noon.

D. Military Leave

Leave of absence for military service in the National Guard or any component of the armed forces of the United States shall be granted in accordance with appropriate Federal and State Statutes.

An employee must provide written notice to the Department head and Personnel at least five (5) working days in advance of leave or they may be subject to loss of pay entitlement.

ARTICLE 15: DISABILITY

- A. The Township shall continue to maintain a Short Term and a Long Term Disability Plan. The Short Term Plan shall be at no cost to the employee. The employee shall contribute fifty percent (50%) of the cost of the Long Term Plan through payroll deductions.
- B. The employee shall furnish the Township Personnel Director with medical documentation as to the disability at least every thirty (30) calendar days. The Township may require an employee receiving disability payments to establish their continuing disability at any time through medical evaluation by a Township appointed physician at the Township's expense.
- C. Short-Term Disability: For the first thirty (30) calendar days of disability, an employee must use earned time in order to receive a weekly paycheck. Commencing on the thirty-first (31) day of disability and continuing through the sixtieth (60) day of disability, an employee will be entitled to sixty percent (60%) of regular straight time pay. The employee may utilize earned time to supplement this amount to reach full pay level.
- D. If an employee exhausts available earned time benefits prior to the 31st day, the employee will automatically be placed in no-pay status until the Short-Term Disability effective date is reached.
- E. Long Term Disability: Commencing on the sixty-first (61) day of disability and continuing for up to 180 days thereafter, long term disability will provide forty percent (40%) of the employee's regular straight time pay. The employee may utilize earned time to supplement this amount to reach full pay level.
- F. Employees with less than two years of service to the Township as of the start date of disability, will be entitled to full benefits for the first thirty (30) calendar days of a temporary disability leave.
- G. Employees with more than two years of service to the Township as of the start date of disability, will be entitled to full benefits for the first 180 calendar days of disability leave.
- H. On the 31st or 181st calendar day respectively, the employee shall be responsible for the Township share as well as the employee share for those benefits to which the Township contributes wholly or in part.
- I. Upon expiration of disability benefits to which an employee is entitled, the employee is expected to return to work. Continued absence may be cause for removal from employment.
- J. The Township will comply with all applicable FMLA provisions.

ARTICLE 16: SICK LEAVE & PERSONAL DAYS

- A. All employees shall be entitled to twelve (12) days of sick leave with pay each calendar year. During the first calendar year of employment, sick days will be earned at the rate of one per full month of employment.
- B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or for the attendance of the employee upon a member of the immediate family who is seriously ill. The definition of "immediate family" will be those same persons as listed under "Bereavement Leave".
- C. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.
- D. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.
- E. All employees must notify the Township at the start of their shift of the nature of illness and the expected duration of absence.
- F. Failure to notify the Department Head or Supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- G. The Township Manager may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Sick leave preceding or following a holiday or vacation must be substantiated by a doctor's certificate. Abuse of sick leave shall be cause for disciplinary action. Employees with less than twelve accrued sick days are subject to be called or visited at home.
- H. Upon retirement or death after ten (10) years of service, the employee or his/her survivor will receive full payment for any unused accumulated sick leave up to one hundred and ten (110) days computed on the basis of final wages. For the purpose of this Section, retirement date shall be the date established by the Public Employees Retirement System. Deferred Retirement Benefit shall not count as retirement for the purposes of this Section. Any employee who is eligible to retire shall give at least twelve (12) months notice to the Employer if they desire a lump sum payment for accumulated sick leave, otherwise payment will be made in twelve (12) equal monthly installments. The Employer shall have forty-five (45) days from receipt of the employee's formal Notice of Retirement Approval to make final computations of amount due. No payment under this Section shall affect, either by increasing or decreasing any pension or retirement benefit due the employee.

- I. If at any time, an employee requests the accumulation of sick days, the immediate supervisor will supply it.
- J. Sick Leave may be taken in increments of one-half hour.
- K. Personal Days:

Each employee shall be entitled to one (1) personal day per calendar year. Personal days shall not accumulate from year to year. The employee, in order to use a personal day, must call before the start of the work day and give their supervisor the reason for taking the personal day. No documentation shall be required of the employee for use of a personal day. Personal Days may be used in one-half day increments.

ARTICLE 17: HEALTH INSURANCE AND PENSION BENEFITS

- A. The Township shall continue to provide the current Health, Prescription and Dental Plans, which were in existence at the signing of this contract. The Township reserves the right to change carriers provided equivalent or better benefits are maintained.

Current Plans are as follows:

Medical: HMO Blue
CIGNA HMO
Horizon Blue Select PPO
Health Net POS

Prescription: Benecard

Disability: UNUM

Dental: Blue Cross
CIGNA HMO

- B. Effective 1-1-04 for the first twenty-four (24) months of employment, the Township shall provide fully paid coverage in the POS Health Plan only. If the employee elects a plan other than the POS, the employee must pay the difference in premium cost. During this twenty-four month period, the Township shall pay 80% of the premium for Prescription and Dental coverage. The employee shall pay the remaining 20%.
- C. After completion of two full years, subject to open enrollment periods, the Township shall provide fully paid Prescription, Dental and Health Insurance in any plan the employee chooses.
- D. The Township shall reimburse employees for vision/optical expenses for themselves or their dependants, up to \$150.00 annually.
- E. If during the term of this contract the Township makes other health plans or changes to the above named plans available to other bargaining units, such plans will also be made available to the employees covered by this collective bargaining agreement.
- F. The Township has established a plan under Section 125 of the Internal Revenue Code to provide a tax-free stipend under the Township ordinance to those employees who have medical coverage elsewhere and who elect not to enroll in the Township's medical, dental, or prescription plans. Under the Section 125 plan, the employee shall receive 40% of the amount the Township would have paid for enrolling the employee in the plan or plans.

- G. Effective July 1, 2000, the Township will expand its Section 125 plan to allow employees to establish flexible spending accounts to which they may contribute to pay for health and other expenses as allowed under the Internal Revenue Code. Up to the amounts allowed annually under the Internal Revenue Code, employees may pay into these flexible spending accounts from their salary or wages or additionally from their stipend under subsection A of this section. Additionally, effective July 1, 2000, under the section 125 plan any employee who elects a less expensive medical plan than the one for which they are eligible may receive 40% of the Township's premium savings. This 40% may be placed in a flexible spending account to pay for other allowable benefits or may be paid out as provided under the Internal Revenue Code.
- H. The Township shall continue to participate in the PERS pension system, including the contributory (3X) life insurance benefit.
- I. Employees retiring with 25 years in the New Jersey pension system under service, early, disability or veteran retirement and who have 25 years of service with the Township will receive the medical, prescription and dental benefits for which they are eligible under this agreement.
- J. Employees retiring in the New Jersey pension system under service, early, disability or veteran retirement and 20 years of service to the Township will receive the POS at no cost to the retiree, as well as receive prescription and dental benefits as entitled at time of retirement. If the employee chooses a plan other than the POS, he/she will be responsible for payment of the premium difference between the POS and coverage elected by the employee.
- K. Employees retiring with less than 20 years of service may maintain health insurance through the POS Plan. The cost shall be shared as follows:

15 years	Township pays 75%	Employee pays 25%
16 years	Township pays 80%	Employee pays 20%
17 years	Township pays 85%	Employee pays 15%
18 years	Township pays 90%	Employee pays 10%
19 years	Township pays 95%	Employee pays 5%

- L. Upon becoming eligible for Medicare, the employee and/or the employee's spouse must immediately subscribe to both Medicare Part A and Part B. Any cost associated with either Medicare A or B shall be borne by the employee.
- M. The Post-Retirement Health Insurance referred to in this article shall continue for the life of the employee provided any conditions are met. The spouse of a retiree receiving benefits under this Article may, at the spouse's option, continue to receive these benefits after the death of the retiree, provided that this spouse was covered by this Article at the time of the employee's retirement and is not otherwise eligible for medical benefits from his/her employer.

ARTICLE 18: UNIFORM ALLOWANCE

- A. Each employee will receive an annual uniform allowance of \$500.00; and an annual cleaning allowance of \$300.00. In addition, each employee will receive a boot allowance of \$100/pair to replace boots used on the job. Requests for reimbursement for purchase of boots will be made on the basis of old boots being examined for replacement need, and a receipt for purchase of new boots. Effective 9-1-04 the annual uniform allowance will be \$600.00. The Uniform and Cleaning allowances referenced above shall be paid in a separate check during the month of September of each year.
- B. The Employer will provide gloves, rubber boots, rain gear and hats as required.
- C. The Employer has adopted a uniform policy, which requires clean and good condition uniforms to be worn by all employees in the bargaining unit, or the employees' shall be required to leave work without pay unless extraordinary reasons are present. In addition, progressive discipline may be needed in the event of failure to comply with the uniform policy.
- D. The Township shall provide at its sole expense other protective clothing and equipment which in the opinion of the Employer is necessary to perform a job safely.
- E. Employees who are required to wear prescription glasses will not be required to operate machinery or other devices where safety glasses are normally required unless adequate safety glasses, safety shields or goggles are provided by the employer.
- F. Any employee failing to use the safety equipment provided will be subject to progressive disciplinary action.

ARTICLE 19: DISCIPLINARY ACTION

- A. Disciplinary action may be imposed upon an employee only for just cause.
- B. When a Supervisor believes that discipline is warranted, the Supervisor should first verbally discuss the matter with the employee concerned. The employee has a right to request a union steward be present.
- C. Should the Supervisor consider the offense sufficiently serious to warrant its consideration by the Department Head, the employee will be so advised, and a meeting arranged at the earliest possible date. All facts should be presented at this meeting. If not resolved on an informal basis, a written report of the meeting, and of the action taken shall be provided to the union, the employee, the Township Manager and placed in the employee's personnel folder. Any such action is subject to the grievance procedure herein.
- D. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension (nature to be given in writing) and discharge.
 - 1. **ORAL REPRIMAND** – Oral statement administered by Supervisor to an employee.
 - 2. **WRITTEN REPRIMAND** – A formal statement delivered in writing by a Supervisor or Department Head to an employee.
 - 3. **SUSPENSION** – The temporary separation of an employee from employment for a defined period of time with or without pay (at the discretion of the Township Manager).
 - a. **SUSPENSION STEPS** – When a suspension is in order, and the violation is the same offense, these initial steps should be followed:
 - 1. First Offense – One (1) Day
 - 2. Second Offense – Five (5) Days
 - 3. Third Offense – Ten (10) Days
 - 4. Fourth Offense – Termination
 - 4. **REMOVAL** – The permanent separation of an employee from employment for cause.

- E. Supervisor will recommend to the Department Head the degree of disciplinary action to be taken against an employee. Some of the infractions may include, but are not limited to:
1. Neglect of duty.
 2. Sleeping while on duty.
 3. Insubordination or serious breach of discipline
 4. Intoxication while on duty/drinking or substance abuse during work hours.
 5. Chronic or excessive absenteeism/tardiness.
 6. Neglect of, or willful damage to Public Property or waste of Public Supplies.
 7. The use or attempted use of one's authority or official influence to control or modify the political action of any person in the service or engagement in any form of political activities during working hours.
 8. Conduct unbecoming as an employee of the Township.
 9. Commission of a Criminal Act.
 10. Violation of the Drug and Alcohol Policy adopted by the Township. In which case, disciplinary actions will conform to the policy guideline.

F. PROCEDURE

- a. Any disciplinary action taken by management against an employee must be initiated within a reasonable amount of time of the alleged violation or within a reasonable amount of time management discovers the violation.
- b. In the case of a regular suspension, it must commence within ninety (90) work days following the violation. The suspension, if more than one day, must be given in consecutive order. In the case of incidents involving more than one employee the effective dates of suspension may be staggered.
- c. In the event of a serious breach of discipline by one or more employee, such employee(s) may be suspended or discharged immediately.
- d. An employee is subject to immediate termination in egregious circumstances.
- e. Copies of all associated documents will be provided to the union in a timely fashion.

G.

TERMINATION FOR CAUSE

- a. Department Head may make a written recommendation to terminate an employee for cause when he/she feels such action is in the best interests of the Township. Such recommendation, including reasons and documentation of progressive discipline actions, shall be submitted to the Township Manager.
- b. The Township Manager will meet with the Personnel officer and the Township Attorney to discuss the recommendation.
- c. The Township Manager will send a copy of his decision to the employee and to the Department Head. The employee, if terminated will be advised of his/her rights to appeal the dismissal.

ARTICLE 20: MISCELLANEOUS

- A. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.
- B. Employees covered under this agreement will receive annual performance evaluations. Such evaluations will not, in and of themselves, adversely effect an employee's compensation level or future raises. All disciplinary measures must conform to the provisions of Article 19 herein.
- C. Employees may review the contents of their personnel file upon reasonable request. If the employee disagrees with any item therein, he may request that it is removed and/or the employee may place a statement concerning the disputed item in the file.
- D. Two temporary Leadman positions will be created in the Parks division effective 2-1-04 with the understanding that one or both Leadman positions may be eliminated in the event the Township changes the current staffing of the Parks division, e.g.: creation of foreman position(s).

ARTICLE 21: CLASSIFICATION AND WAGE RATES

- A. Wages shall be paid in accordance with the Salary Guides attached hereto. The guides shall reflect the following across the board increases:

Effective 7-1-02	=	2.5 %
Effective 7-1-03	=	2.0 %

The above percentage increases will be paid retroactively upon ratification of this agreement.

After applying the above percentage increases, the salary guide will be restructured to incorporate ten steps. Effective 7-1-03 employees who were at top step on the old guide will be placed at Step 9. Retroactive payment for the difference between old Step 7 and new Step 9 will be payable in the 2004/2005 budget year.

Effective 7-1-04	=	2.0 %
Effective 7-1-05	=	2.0 %

- B. Should an employee be promoted, the employee shall be placed at the same step for the new job range. The new salary shall be effective as of the date of the actual promotion.
- C. Progression on the steps of the Salary Guide shall occur on July 1st of each year.
- D. Longevity:

Employees shall receive annual longevity bonus, to be included in base pay, in accordance with the following schedule. Progression to the next increment will occur on the employee's anniversary date. The levels below will be effective 7-1-03.

Five years	=	\$1500.00
Ten years	=	\$2000.00
Fifteen years	=	\$2500.00
Twenty years	=	\$3000.00

- E. Mechanics shall receive an annual allowance of \$600 for the purchase of tools.
- F. Employees performing welding or major transmission repair work, shall receive an increase of ten percent (10%) to their base pay for such time.

G. Temporary Transfer

Employees assigned to perform the duties of a higher rated classification shall be paid at the same step in the higher classification for all time spent working in the higher classification. An employee assigned to perform duties in a lower classification will maintain their regular hourly rate and suffer no loss of pay. An employee assigned duties normally outside the bargaining unit will receive a ten percent differential pay.

ARTICLE 22: SAFETY AND HEALTH

- A. The Employer shall, at all times, endeavor to maintain safe and healthful working conditions, and to provide employees with tools and devices to promote the safety and health of said employees.
- B. The determination as to the number, extent and need for any such tools or devices shall be within the discretion of the Safety Committee and the Township. Any employee failing to use safety equipment provided will be subject to disciplinary action.
- C. The Employer and the Union shall each designate two (2) Safety Committee members. It shall be their joint responsibility to investigate and recommend the correction of unsafe and unhealthy conditions. The Safety Committee shall meet quarterly, during normal working hours without loss of pay. When circumstances warrant, the Safety Committee may convene at additional times.

ARTICLE 23 LIGHT DUTY

- A. The Township will make reasonable accommodations, without creating any new positions or displacing existing employees, to provide light duty work for employees who, as a result of an injury on or off the job, are unable to perform their full range of duties for a specified period of time, generally not to exceed two months. Depending on circumstances, the Township may accommodate light duty needs beyond two months, at its discretion, and may require the employee to be evaluated by the Township physician.

ARTICLE 24: SEVERABILITY

- A.** The parties acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or material not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- B.** Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the agreement affected by such decision. In such event, the parties shall meet to discuss replacement of the nullified provisions.

ARTICLE 25: DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2002 and shall continue in full force and effect through June 30, 2006.

This Agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing no sooner than one hundred twenty (120) days prior to the expiration date to change or modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers.

TOWNSHIP OF FRANKLIN

LOCAL 1034 CWA (AFL-CIO)

Carla Katz, President

Thomas Fagan, CWA Staff

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator