

AGREEMENT

BETWEEN

THE TOWNSHIP OF MANALAPAN

and

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

COUNCIL 73, AFL-CIO LOCAL 1236

JANUARY 1, 2012 THROUGH DECEMBER 31, 2015

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APPENDICES A AND B ATTACHED

ADDENDUMS (2) ATTACHED

PREAMBLE

This Agreement. made this 10th day of July, 2013 by and between THE TOWNSHIP OF MANALAPAN, a body politic incorporate of the State of New Jersey, hereinafter referred to as the "Township" and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL #73, AFL-CIO LOCAL 1236, hereinafter referred to as "Union";

WHEREAS. the Township and the Union recognize it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that efficient and continuous service will be rendered to and by both parties.

NOW, THEREFORE it is agreed as follows:

ARTICLE I
RECOGNITION

1. 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 herein for Township employees named herein in Appendices A and B and for such additional employees or classifications as the parties may later agree to include, excluding all supervisors, managerial executives, and confidential employees.

2. Unless otherwise indicated by the contents of this Agreement, the title "employee" shall be defined to include all permanent full-time and all permanent part-time bargaining unit members, the plural as well as the singular, and to include males as well as females.

3. Permanent full-time employees are those employees covered by this Agreement who are regularly scheduled to work thirty-five (35) hours or more per week.

4. Permanent part-time employees are those employees covered by this Agreement who are regularly scheduled to work more than 15 hours but less than 35 hours per week.

ARTICLE II
DUES CHECK-OFF

1. The Township hereby agrees to deduct from the salaries of employees covered by this Agreement dues for Union membership in compliance with N.J.S.A. 52:14-15,9e, as amended. Said monies, together with records regarding any corrections, shall be transmitted to the Union office at AFSCME District Council 73 2653-A Whitehorse-Hamilton Square Rd, Hamilton, NJ 08690, by the end of the next month following the monthly pay period in which the deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change on stationery bearing the Union letterhead.

2. Any employee covered by this Agreement who does not choose to have dues deducted from his salary must pay a representation fee in lieu of dues to the Union. The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments. The collection of such representation fee, the use of such representation fee and appeal of such fee in regard to this Agreement shall be governed by N.J.S.A. 34:13A-5.5 through 34:13A-5.8.

3. The Union will provide the necessary check-off authorization forms and secure the signatures of its members on said forms and deliver said forms to the designated Township official as provided for in N.J.S.A. 52:14-15.9e, as amended.

4. The Union indemnifies, defends and saves 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 or any action taken by the Township under the provisions of this Article.

ARTICLE III
MANAGEMENT RIGHTS

1. Except as modified by the provisions of this Agreement the Township reserves unto itself sole jurisdiction and authority for matters on policy and the rights in accordance with, but not limited to, the laws of the United States and of the State of New Jersey to do at least the following:

- (a) Direct employees of the Township;
- (b) Hire, assign, promote, transfer and retain employees covered by this Agreement;
- (c) Demote, discharge and take disciplinary action for just cause against employees covered by this Agreement;
- (d) Make work assignments, including overtime assignments;
- (e) Relieve employees from duties because of lack of work or other legitimate reasons;
- (f) Maintain the efficiency of the Township's operations entrusted to it;
- (g) Determine the methods, means and personnel by which such operations are to be concluded;
- (h) Take other lawful action with respect to its employees.

2. The exercise of the foregoing 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 thereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

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

ARTICLE IV
MAINTENANCE OR WORK OPERATIONS

1. 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 or any employee covered by this Agreement 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 or work, or absence in whole or in part, from the full faithful and proper performance of the employee's duty of employment). work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union and its employees agree that such action will constitute a material breach of this Agreement. The Township does hereby agree not to lock out any employees covered by this Agreement for the duration of such Agreement.

2. 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. slowdown, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township.

3. 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.

ARTICLE V
DISCIPLINE

1. The Township shall not discipline any member covered by this Agreement without just and proper cause.

2. All disciplinary action taken by the Township will take one or more of the following formats:

- (a) Informal, private, or oral reprimand;
- (b) A written memorandum of censure;
- (c) A letter of admonition from the Township Administrator;
- (d) Suspension from duty without pay taken by action of the Township Administrator or designee;
- (e) Transfer or demotion by action of the Township Administrator or designee. Demotion shall include, but shall not be limited to loss of pay;
- (f) Dismissal from service by action of the Township Committee or the Township Administrator.

3. Employees covered by this Agreement shall be entitled to Union representation in accordance with law. Any suspension, transfer, demotion or dismissal may be grieved under Article IX of this Agreement.

4. All documents in any way connected with an employee's disciplinary history shall be placed in said employee's personal history file at Township Hall and may be viewed in accordance with Article XX of this Agreement.

5. Probationary employees may be separated from their employment by action of the Township Committee or its designee at any time without recourse from said employee.

ARTICLE VI
PROBATION

1. All newly hired employees shall be subject to a six (6) month probationary period, The purpose 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 permanent 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 by the Township 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 equity.

2. Sick leave, personal days or vacation benefits will begin to accrue upon employment with the Township, but cannot be taken until after three (3) months of employment. If a proper doctor's note is submitted during the first three (3) months of employment an employee may be able to utilize sick time.

3. At the end of the probationary period the Department Head shall submit a recommendation to the Administrator for permanent employment status.

ARTICLE VII
HOURS OF WORK AND OVERTIME

1. It is agreed that the standard work schedule for employees covered by this Agreement will require them to work five (5) consecutive days, with the schedule for such days to be determined by the Township. For payroll purposes only, the work week shall commence every Monday morning at the employee's regularly scheduled starting time. Any change by the Township of regularly scheduled work hours for employees covered by this Agreement must be given to the employee at least five (5) days in advance of the change in such work hours.
2. An employee on a thirty-five hour week will have the option of comp time or overtime pay at straight time between thirty-five and forty hours, hours worked in excess of forty hours will be paid at time and one-half. Comp time will only be earned and utilized in 30 minute increments.
3. Any work performed on any observed holiday celebrated by the Township, shall be paid at the rate of time and one-half (1-1/2) in addition to the normal holiday pay.
4. In the event any employee is called back to work after completion of their regularly scheduled workday, and not prior to one (1) hour before the start of a scheduled workday, that employee shall be entitled to a minimum of three (3) hours pay at the rate of time and one half (1-1/2). This call back pay rate shall be paid only for call back period and not the employees regularly scheduled workday.
5. Employees assigned to the municipal court will receive one and one-half hours of pay for signing any and all complaints for a case from home. For all calls that don't require a signature the employee will receive one hour pay.
6. An employee scheduled to work after normal hours is entitled to overtime as defined in 2 above. Scheduled overtime requires forty-eight (48) hours of notice to the employee.

ARTICLE VIII
SENIORITY, PROMOTIONS, JOB VACANCIES & TRANSFERS

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. 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. Once an employee has completed the probation period, seniority shall accumulate until that employee resigns, is discharged for cause, or retires.

2. If new jobs are created or if permanent vacancies occur of at least a thirty (30) day duration for a higher rated position, the Township shall determine the qualifications required for such position and shall determine which, if any, of the applicants can meet the qualifications set out. The Township agrees to post a notice of any new job vacancy on the Union bulletin board for a period of seven (7) working days. Such notice shall contain a description of the job, the rate, hours of work, location, 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. Preference will be granted on the basis of departmental seniority, provided that the applicant has the necessary skills and ability to perform the work required as determined by the Township. However, all other employees are eligible to bid.

3. Any employee so selected to fill such job shall be granted a training period of sixty (60) calendar days. If it shall be determined by the Township during this period that the employee is unqualified to perform the duties to which he is promoted, the Township shall place the employee in his former position or a position equivalent thereto with no loss of seniority and/or departmental seniority. 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 his removal.

4. In the event of a layoff, the employees with the most seniority will have preference within their department 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 and such decision will not be grievable under this Agreement.

5. (a) All permanent employees shall be given at least a twenty (20) working day written notice prior to layoffs.

(b) The Township, if contemplating layoff of employees covered by this Agreement, should make every effort to determine what employment opportunities are available to its employees within the bargaining unit covered by this Agreement.

(c) Layoffs should not be made until the Township has exhausted every possibility for transfer, reassignment or demotion of the employees within the bargaining unit covered by this Agreement. The employee(s) involved should be

offered any other employment available within the bargaining unit for which they may be qualified, based on their background and qualifications.

(d) When an employee is recalled from layoff and reinstated, the employee is considered to have continuous service credit for computation of future earned benefits. The calculation of total period of continuous service, however, does not include the length of the period of the employee's layoff.

6. The Township shall draw up an initial seniority list within thirty (30) days 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 within thirty (30) days after the posting of such list. At the end of the thirty (30) day period, the list shall be binding on all employees.

ARTICLE IX
GRIEVANCE PROCEDURE

1. A grievance is a claim by an employee based upon and limited to an alleged violation of the terms and conditions of this Agreement.

2. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue under the direction of his or her supervisors, 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.

3. 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.

4. STEPS OF THE GRIEVANCE PROCEDURE

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

STEP ONE:

(1) An aggrieved employee shall institute action under this provision in writing hereof within five (5) working days of the employee's knowledge of the grievance. An earnest effort shall be made to settle the differences between the aggrieved employee and his superior, for the purpose of resolving the matter informally. Failure to act within the said five (5) working days shall be deemed to constitute an abandonment of the grievance

(2) The Supervisor, or his designee, shall render a decision in writing five (5) working days after the grievance is first presented to him, 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 his designee, within five (5) working days after the Supervisor's response is due. The Department Head shall respond, in writing, within five (5) working days of being notified.

STEP THREE:

If the aggrieved wishes to appeal the decision of the Department Head, or his designee, the grievance should be presented to the Administrator or designee, within five (5) working days after receiving the Department Head's, or his designee's, decision. An employee, with a grievance at this Step, may be represented by the local Union president or designee and a Council 73 representative at any meeting between the grievant and the Administrator regarding such grievance. The Administrator, or

designee, shall present a decision in writing within ten (10) working days after the receipt of such grievance.

STEP FOUR:

If the grievance is not settled through Steps One through Three, either party may refer the matter to the New Jersey' Public Employment Relations Commission within fourteen (14) calendar days after the determination of the Township Committee or its designee. An arbitrator shall be selected pursuant to the rules and regulations of the New Jersey Public Relations Commission.

The Township and the Union shall be limited to placing one (1) issue before an arbitrator at any one time. The arbitrator shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority, to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding. In addition, the decision shall be applicable only to the matter decided by the arbitrator and shall not bind either party in future grievance procedures.

The expense of the arbitrator shall be equally borne by the Township and the Union. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

Either the Township or the employee/Union may request to waive any Step(s) of the grievance procedure. Said waiver can only be done by the written consent of both parties in question.

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.

Any settlement of a grievance by the parties shall not establish a precedent or conflict in any manner with the provisions of this Agreement.

7. When an employee is out due to illness and has no accumulated sick leave to cover such illness he may apply any unused vacation leave to cover said lost days due to illness.

8. To calculate entitlement of benefits for permanent part-time employees who become full-time employees or for full-time employees who become part-time employees. each full year of part-time employment shall count as one half year of full-time employment.

9. After twenty-five (25) years of service, an employee will receive all of their vacation time regardless of when they retire.

ARTICLE XI
HOLIDAYS

1. For purposes of this Agreement, the following days are recognized by the Township as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

2. Effective for Contract years 2014 and 2015 employees will be entitled to two (2) floater holidays off.

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

4. Employees who are on leave of absence without pay will not be eligible for holiday pay.

5. In order to qualify for holiday pay, employees must work their scheduled work day immediately preceding and their scheduled work day immediately following the holiday or holiday weekends unless currently on vacation or approved sick leave.

6. Holiday pay for permanent part-time employees shall be calculated as follows: Regularly scheduled work hours per week divided by 5 and multiplied by the employees' hourly salary.

ARTICLE XII
LONGEVITY

All permanent Township employees employed as of January 1, 2000, in addition to their annual salary, shall be paid upon their base pay, during each pay period, longevity payments as follows:

After five (5) continuous years of service	2 percent
After ten (10) continuous years of service	5 percent
After fifteen (15) continuous years of service	8 percent
After twenty (20) continuous years of service	10 percent

All permanent employees hired after January 1, 2000, in addition to their annual salary, shall be paid upon their base pay, during each pay period, longevity payments as follows:

After five (5) continuous years of service	\$500
After ten (10) continuous years of service	\$1000
After fifteen (15) continuous years of service	\$1500
After twenty (20) continuous years of service	\$2000

ARTICLE XIII
PERSONAL DAYS

1. In regard to personal leave, the following regulations apply:
 - (a) All personal days must be requested in writing at least forty-eight (48) hours in advance except in cases of extreme emergency.
 - (b) All full-time employees covered by this Agreement, except as set out in this Article, shall be eligible for three (3) personal days, with pay, for personal matters concerning the employees as delineated below.
 - (c) 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.
 - (d) Personal days are for the purposes of conducting personal affairs of a non-recreational nature or professional affairs which cannot be carried out after scheduled work hours.
 - (e) Requests for personal days shall not be unreasonably denied.
2. Personal days shall not be accumulative from year to year.
3. The forty-eight (48) hour advance request requirement shall be waived when the personal day arises from an emergency condition or an emergency situation which would make such advance request impossible or impractical.
4. Permanent part-time employees are eligible for one (1) prorated personal day per year.
5. Personal days shall be earned one per every four months of employment.
6. Pay for unused personal days is not permitted.

ARTICLE XIV
HEALTH BENEFITS

The parties agree, without prejudice to any of their pre-existing legal rights, including the right of interest arbitration, to engage in coalition bargaining among the Township and all the Township negotiation representatives concerning amendments to existing health care and dental insurance plans.

1. The Township shall provide medical coverage to all employees who are regularly scheduled to work 35 or more hours per week. Coverage shall be extended to the entire family of the employee, including spouse, domestic partner and all unmarried and un-emancipated children, whether naturally borne or adopted and any step-children, who have not yet attained the age of twenty three (23) years, and are actually members of the employee's immediate household. Under the provisions of State Law Chapter 375, P.L. 2005 certain over age children may be eligible for coverage until the age of thirty. Employees are solely responsible for the payment of over age children that are eligible for this coverage.

2. The Township reserves the right to change carriers and/or self-insure so long as equivalent benefits are provided.

3. As of January 1, 1997, an employee opting into Traditional Insurance will be required to pay the amount above the NJ Plus premium. An employee enrolled under Traditional Insurance as of December 31, 1996 can remain in the program and will not be required to make any contribution..

4. The Township agrees to compensate anyone waiving healthcare coverage, under Chapter 2, P.L. 2010, at an incentive amount equal to twenty five percent (25%) of the premium less what the employee contribution rate would have been, not to exceed \$5,000. In addition, because multiple coverage under the SHBP is prohibited, waiver incentives are only payable if the other coverage is through a non-SHBP plan.

ARTICLE XV
SICK LEAVE

1. Sick leave shall be defined as an absence of an employee from post or duty because of illness, accident, or exposure to contagious disease.
2. Permanent full-time employees shall be entitled to sick leave with pay of not less than one (1) working day for every month of service during the first calendar year of service (in conjunction with Articles VI and XI) and fifteen (15) working days in every calendar year thereafter. Sick leave may be allowed to accumulate indefinitely to be used, if requested by the employee, for the fourth and subsequent consecutive working days off for any authorized sick leave.
3. Part-time employees are entitled to prorated sick days based on monthly hours worked.
4. All absences due to illness or disability shall be reported immediately by or for the employee to his Department Head or the Township Administrator.
5. In all cases of reported illness or disability, the Township reserves the right to send a physician or the Township Medical Officer to investigate the report. The Township reserves the right to have any employee reported or reporting as ill or sick to be examined by a physician designated by the Township.
6. Sick leave cannot be allowed for ordinary dental care, nor for the services of an oculist for normal eye care, as such professional services are readily available outside of work hours.
7. An employee who is certified as absent on account of disability or accident caused in the usual course of his employment and directly in the line of duty shall not have such absence charged against his sick leave. All other provisions regarding absence on account of sickness or disability apply to employees suffering job disability or accident.
8. An employee whom has been absent for three (3) consecutive days must furnish a doctor's note stating the nature of the employee's illness and verifying that the employee was unable to work. In addition, the note must state that the employee is fit to return to work and is able to resume normal duties. The Township shall also have the right to have the employee examined by a physician of its own choice to determine whether or not the employee is able to resume his duties and employment.
9. No employee while on sick leave from the Township, shall be elsewhere or otherwise employed or engaged in any outside work or employment whatsoever.
10. Once all authorized sick leave has been used for illness, the employee may apply an unused vacation leave to cover such illness.
11. There shall be no entitlement for payment of accumulated sick leave upon termination or retirement of any employee covered by this Agreement.

12. Any employee may choose to receive \$550 in lieu of five (5) sick days for accumulated but unused sick days in excess of 20. To exercise this option, the employee must notify the Township in writing no later than March 31 of the calendar year. Payment of this option shall be made on or about December 1 of the same calendar year. This decision is irrevocable after March 31. To qualify for this option, an employee must be on the payroll as of January 1 and December 1 of the same year.

13. An employee may utilize up to five (5) accumulated sick days per year to care for a family member who is suffering from a serious illness, as defined by the Family Medical Leave Act. The term "immediate family" for the purpose of this Section shall refer only to the employee's spouse, domestic partner, dependent child or dependent parent. Moreover, the employer has the right to request a medical certification regarding the family member's serious illness.

ARTICLE XVI
BEREAVEMENT LEAVE

A. In the event of death of the employee's spouse, domestic partner or child, the employee shall be granted time off without loss of pay from the date of death, not to exceed five (5) consecutive working days from the day of death. An additional five (5) days of sick leave may be used for bereavement leave in the event of the death of an employee's spouse, domestic partner or child.

B. In the event of the death of an employees other immediate family, the employee shall be granted time off without loss of pay from the date of death, such leave shall not exceed five (5) consecutive working days. The term immediate family shall include parent, brother, sister and corresponding in-law relationships, as well as grandchild.

C. In the event of the death of an employees grandparent, an employee shall be granted time off without loss of pay from the date of death, such leave shall not exceed three (3) consecutive days.

D. In the event of the death of an aunt, uncle, niece or nephew an employee shall be entitled to one (1) day bereavement with pay.

E. All requests for leave pursuant to this section must be granted upon approval of the employees Department Head.

F. The Township may require verification of death.

ARTICLE XVII
OTHER LEAVES

1. MILITARY LEAVE

Any full time employee covered by this Agreement, who is a member of the National Guard or reserve components in the military or naval service of the United States, and is required to perform active duty for training periods shall be granted a leave of absence with pay for the periods of such training. The amount of paid leave, unless the employee elects to use his annual vacation leave, shall be the difference between the employee's salary for the leave period and the amount of money received from the State or Federal Government for such service. When an employee, not on probation, has been called to active duty or drafted into the military or naval service of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. However, in order for that employee to be reinstated without loss of privileges or seniority, he must report for duty with the Township within sixty (60) days following his honorable discharge from the military service.

2. FAMILY MEDICAL LEAVE – See attached Addendum B:

3. LEAVES OF ABSENCE

(a) A leave of absence without pay may be requested by an employee covered by this Agreement by submitting the reason(s) for the requested leave, in writing, to the Department Head. Said leave of absence must be approved by the Township Administrator before becoming official. Said leave can be granted for periods not to exceed three (3) months at any one time. Such leave may be renewed for an additional three (3) months by the Township Administrator with the approval of the Township Committee. No further renewal or extensions may be granted. Employees returning from an authorized leave will be restored to their original classification or another appropriate one of the same or similar salary to the one being earned at the time of the beginning of said leave.

(b) If an employee sustains an injury while in the Township's employ and on duty, the employee will be continued without loss of pay for the maximum of one (1) year from the date of the accident. Such eligibility for this leave is determined by the definition of job injury as set out in the New Jersey Workers' Compensation Law. Payments which an employee receives from the provisions of the Workers' Compensation Law or Temporary Disability Law shall either be remitted to the Township or used as an offset to full salary payments. Thus, any employee covered by this leave will receive no more than his normal weekly salary payment.

(c) All employees who shall be disabled in accordance with subsection (b) of this Article shall submit themselves for examination to any of the panel of doctors made available by the insurance company which carries the workers' compensation insurance for Township employees covered by this Agreement. The Township shall, in no event, be liable for the payment of any medical services, except as noted below, rendered to a disabled employee by any doctor other than a member

of the workers' compensation panel. Every employee covered under this Agreement who should be disabled so as to be physically unfit for duty shall give prompt notice, in writing, to the Department Head in which he is employed, as well as the Township Administrator. When requested by the Township Administrator, the employee shall also submit to examination by a physician designated by the Township, at the Township's expense, who shall report and certify the nature and extent of the disability.

ARTICLE XVIII
BULLETIN BOARDS

1. The Township shall provide a bulletin board for the unit covered by this Agreement.

2. Notices of Union meetings, official Union business, Union social, recreational and educational events shall be the material posted by the Union. Such notices shall be signed by the Union president prior to posting and must be on Union letterhead. No notices of a political nature nor notices disrespectful to the Township or officials of the Township shall be posted on said bulletin boards.

ARTICLE XIX
UNION REPRESENTATIVES

1. The Township recognizes the right of the Union to designate a union president or designee and one (1) union steward to represent the Union and the employees covered by this Agreement. The Union shall furnish the Township with the names of the president or designee and steward and will notify the Township of any changes.

2. The authority of the president or designee or union steward designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(a) 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 designee or steward to perform any of such duties during his work time, the president or designee or steward shall be released from work by his 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.

(b) The transmission of such messages and information which will originate with and are authorized by the Union or its officers, provided that such messages and information:

1. Is not reduced to writing but is of a routine nature and does not involve work stoppages, slowdowns or any other interference with Township business;

2. The union president or designee or union steward is authorized to investigate, present and process grievances on or off the premises, provided such activity is not disruptive of any work in which he is engaged and subject to the necessity of maintaining his schedule and not disrupting the schedule or manpower of any other member of the bargaining unit who may be involved in the grievance.

ARTICLE XX
ACCESS TO PERSONNEL FILES

1. An employee covered by this Agreement shall have the right to inspect and obtain copies of documents from his personal history file maintained at Township Hall at any reasonable time upon five (5) working days' written notice to the custodian thereof. Whenever in the opinion of the employee's Supervisor, derogatory material is placed in the employee's personal history file, the Township agrees to notify the employee in writing of that action. The contents of the employee's personal history file shall not be made public unless required in disciplinary proceedings or by court order or subpoena process in a judicial proceeding. An employee covered by this Agreement shall be allowed to place in such a file a response to anything contained therein.

2. Each regular written evaluation of work performance shall be reviewable by the employee and shall be evidenced by the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation, unless such agreement is stated thereon.

ARTICLE XXI
NON-DISCRIMINATION

The Township and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment covered by this Agreement because of such individual's race, color, creed, religion, sex, national origin, handicap, or age.

ARTICLE XXII
COURT ATTENDANCE

1. A full time employee covered by this Agreement who is subpoenaed as a witness in a civil or criminal case not involving him in his capacity as a Township employee may be granted leave for that period of time in which he is officially involved with the Court in such capacity, with pay.

2. An employee who is called to serve on a jury and does so shall be entitled to paid leave for the period of time in which he is officially involved with the Court in such capacity, less the pay received from the Court for serving as a juror.

ARTICLE XXIII
RESIGNATION

1. Any employee who wishes to resign from Township service in good standing shall give his Office or Department Head, as well as the Township Administrator, at least two (2) weeks prior written notice of his resignation. The two (2) weeks notice shall not include earned annual vacation time.

2. Any employee who fails to return to his duties within five (5) days after the expiration date of an authorized leave period without notifying his Office or Department Head may be considered by the Township as having resigned without notice and not in good standing provided that failure to give notice was not caused by unavoidable circumstances.

ARTICLE XXIV
WAGES

For purposes of this Agreement, the wage scale set forth in the attached Appendix A shall exist for the year 2012, 2013, 2014, 2015.

Existing employees on the payroll as of December 31, 2011 shall receive a salary increase of 2% for calendar year 2012.

Existing employees on the payroll as of December 31, 2012 shall receive a salary increase of 2% for calendar year 2013.

Existing employees on the payroll as of December 31, 2013 shall receive a salary increase of 2% for calendar year 2014.

Existing employees on the payroll as of December 31, 2014 shall receive a salary increase of 2% for calendar year 2015.

Salaries & Title Committee

Appendix A is attached includes all names, titles and salaries 2012-2015.

Appendix B is attached which includes all titles included in the Union.

A Title Committee will be formed representing members of the AFSCME Union and Management. This committee will meet during the course of the contract to discuss the titles included in the contract including but not limited to starting salaries and salary ranges. The first meeting will be held within the first two months of the signing of the contract.

ARTICLE XXV
UNIFORMS AND ALLOWANCES

1. The Township will provide an initial issue of uniforms for new employees as follows:

A. Fire Prevention:

- 4 (four) short sleeve uniform shirts
- 4 (four) pair of pants
- 4 (four) long sleeve uniform shirts
- one belt and nameplate
- one pair of uniform shoes

2. Uniforms shall not be issued to probationary employees during first 3 months.

3. Uniforms shall be properly maintained at all times.

4. Uniforms will be provided as needed with approval of the Department Head and Township Administrator, subject to funding in the Township Budget.

ARTICLE XXVI
FULLY BARGAINED AGREEMENT

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

ARTICLE XXVII
SEPARABILITY AND SAVINGS

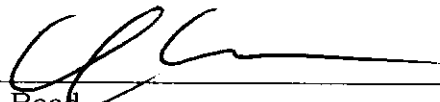
If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and that all other provisions or applications of this Agreement shall continue in full force and effect for the duration of this Agreement. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing provisions of State and local law.

ARTICLE XXVIII
DURATION OF AGREEMENT


This Agreement shall be in full force and effect as of January 1, 2012 through December 31, 2015. This Agreement contains the entire understanding of the parties and for all purposes shall be deemed the full and final settlement of all bargainable issues between the Township and the Union. All the provisions of the Agreement will continue in full force and effect beyond the stated expiration date set forth herein until the successor Agreement has been executed and becomes effective between the parties.

IN WITNESS WHEREOF, the parties have hereunto caused this to be signed and attested by the proper corporate officers and the corporate seal affixed and have hereunto set their hands and seals on this day of , 2013.


AFSCME LOCAL NO. 1236
MANALAPAN

By 
Ed Reed
President


TOWNSHIP OF
MANALAPAN


Susan Cohen
Mayor

ATTESTED:


Paul Mercantanti
AFSCME

ATTESTED:


Regina Preteroti
Municipal Clerk

Telecommunicator Addendum

Section 1 Hours of Work

The work shifts shall be as follows, except if the officers in charge of communications or the Chief of Police, in their discretion, seek to change these hours they may do provided the employee is given at least five (5) days notice:

Midnight Shift: 2300-0730

Day Shift: 0700-1700

Swing Shift: 1400-2400

It is understood that at the present time and at the time of this agreement Dispatchers are working four (4) days on, three (3) days off 10 hour shifts, excluding midnights which are 8.5 hour shifts with two (2) days off. The only exceptions to the above currently are Chief Dispatcher working 0900-1700 five (5) days on two (2) days off, and "floater" positions, which are utilized for maximal coverage.

Section 2 Overtime and On Call Dispatchers

Every effort shall be made to offer all overtime to full time Dispatchers before utilizing On Call Dispatchers. On Call Dispatchers will be utilized for covering shifts that no full time Dispatcher has volunteered for and to help provide maximal coverage on night and weekend shifts.

Section 3 Holiday Pay

Dispatchers shall be paid for the holidays listed below at the straight time rate of the Dispatcher's regular pay. The total number of paid holidays will be fourteen (14):

New Years' Day	Martin Luther King Day
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Election Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

Section 4 In-Service Training

The cost of all Dispatch training courses and seminars authorized by the Chief of Police shall be borne by the Township and seniority shall be a factor in the selection of Dispatchers for in-service training, seminars and workshops.

Full day off-site seminars or training sessions required by the Chief will entitle the Dispatcher to a payment of \$8.00 reimbursement for each meal (lunch or dinner) upon presentation of a receipt for such meal. This does not include any meal provided as a part of a seminar that includes a meal paid for by the Township.

Section 5 Dispatch Training

Any Dispatcher functioning as a trainer shall receive the following additional payments while they are training new Dispatchers:

- Phase I: 1 hour of pay (straight time) per shift
- Phase II: ½ hour of pay (straight time) per shift.

Section 6 Matrons

Any Dispatcher that is a certified matron shall receive \$75 per incident when performing this duty.

Section 7 Uniforms and Allowances

The Township will provide an initial issue of uniforms for new employees as follows:

- 4 pair of pants
- 4 short sleeved uniform shirts
- 4 long sleeved uniform shirts
- 8 flags and emblems
- 1 tie and tie bar
- 1 belt and nameplate
- 1 pair of uniform shoes

After calendar year of initial issue of uniforms each recipient shall receive an allowance as follows:

- Year 2007 = \$700
- Year 2008 = \$750
- Year 2009 = \$800
- Year 2010 = \$850

- Year 2011 = \$850

This allowance will be used for uniform cleaning and replacement.

- Uniforms shall not be issued to probationary employees during the first six (6) months. During the probationary period employees are to dress according to the Police Department Dress Code.
- Uniforms shall be properly maintained at all times.
- Uniform allowances shall be payable on or about June 1 of each year.

TOWNSHIP OF MANALAPAN

Family and Medical Leave Policy

Statement of Policy

Pursuant to changes in federal and state law, the following policy replaces § 30-26 of the Code of the Township of Manalapan (“Maternity Leave”) and those portions of § 3-25 of the Code of the Township of Manalapan (“Disability leaves and service-connected injuries”) which are not related to on-the-job injuries.

The Township of Manalapan (“Manalapan”) recognizes that from time to time employees may require a leave of absence to attend to certain family or medical situations. Therefore, and in compliance with applicable federal and state laws, Manalapan will provide family/medical leave to eligible employees requiring time off for the following reasons:

- To care for their newborn child or for the adoption or foster placement of a child (within or starting within 12 months of the birth, adoption or placement) (referred to as “family leave”).
- To provide necessary care for the serious health condition of their spouse, parent, parent-in-law or minor or disabled child (referred to as “family leave”).
- For their own serious health condition, including pregnancy and on-the-job illnesses or injuries, which makes them unable to perform the essential functions of their job (referred to as “medical leave”).

Eligibility

Under federal law, employees who have been employed at Manalapan for at least 12 months and have actually worked at least 1,250 hours during the 12-month period preceding their leave, are eligible to receive up to 12 weeks of family/medical leave in a 12-month period (measured backward from the date an employee last uses family/medical leave). Under state law, employees who have been employed at Manalapan for at least 12 months and have actually worked at least 1000 hours during the 12-month period preceding their leave, are eligible to receive up to 12 weeks of family leave in a 24-month period (measured backward from the date an employee last uses family/medical leave).

Eligible employees will be entitled to leave if the conditions under either federal or state law are met, subject to the requirements of whichever law applies. If the leave qualifies under both federal and state law, the leave will run concurrently against the employee’s entitlement under each law.

Notice of Leave

Employees requesting a family or medical leave must notify the Township Administrator's Office at least 30 days prior to the beginning of the leave, except that employees requesting leave for the serious health condition of a family member must provide at least fifteen (15) days advance notice. In emergency situations, employees should provide as much notice as is practicable. Upon requesting a leave, employees should complete a "Family or Medical Leave Request Form" which is available in the Township Administrator's Office.

Medical Certification

Employees requesting leave due to their own serious health condition or to care for a family member must provide Manalapan with written certification from a health care provider stating that the condition in question constitutes a serious health condition, and in the case of leave to care for a family member, that their presence is necessary for physical or psychological care or comfort for the family member. Failure to provide the Health Care Provider Certification Form required by Manalapan in a timely manner may result in the delay or denial of leave and/or benefits, denial of reinstatement, or termination of employment for unauthorized absence. Health Care Provider Certification Forms are available from the Township Administrator's Office.

Manalapan reserves the right to require employees or family members to obtain a second opinion. If the second medical opinion differs from the first, the employee must be examined by a third healthcare provider at Manalapan's expense, who will be jointly designated by the employee and Manalapan, and whose opinion will be binding.

Use of Paid Leave

Family and/or medical leave will be initiated by the Township based upon the medical condition of the employee or the reason for the leave of absence requested by the employee. If an employee has accrued unused sick, vacation or personal days, the family/medical leave will run concurrent with any paid leave available to the employee. The use of sick leave, vacation leave, personal leave or other Township paid leave will not extend the family/medical leave available to the employee.

Payments from the State Disability Program are available to employees once all available Township sick leave is exhausted. The Township is not a party to these payments. These payments are an income protection benefit partially paid for by the employee and do not impact on the FMLA program.

Benefit Continuation

During an approved family or medical leave up to a maximum of 12 weeks, Manalapan will maintain employees' health coverage under the group medical plan as if they were actively at work. If employees' health benefits cease pursuant to the paragraphs above, they may be eligible for COBRA benefits pursuant to applicable law. Employees should check with the Township Administrator's Office for the specifics on their COBRA rights.

Any change in Manalapan's medical plan while employees are on a family or medical leave will apply to them as if they were actively at work.

Employees' medical benefits will cease after 12 weeks of family or medical leave. If an employee fails to return to work within 30 days of the end of their family/medical leave, and the employee is on an unpaid leave status, the Township provided medical benefits will cease and the employee will be responsible for continuing these benefits under COBRA procedures.

Although the duration of family or medical leave will not count as a break in service for determining eligibility for any Manalapan benefits, additional benefits will not continue to accrue during the unpaid portion of any family or medical leave.

Form of Leave

Leave may be taken in one consecutive period of up to 12 weeks. When medically necessary to care for their own serious health condition or that of their eligible family members, leave may also be taken intermittently (in separate blocks of time), or on a reduced leave schedule (fewer hours in a day or days in a week). Intermittent or reduced schedule leave to care for a newborn or newly adopted or foster-placed child may only be taken if granted in the discretion of Manalapan. Manalapan will pay employees based upon the number of hours actually worked.

Employees who use their family/medical leave on an incremental basis, and continue to be absent on an unpaid leave status after the exhaustion of the family/medical leave, may find their medical benefits terminated if the number of hours they work fall below the threshold established by the Township.

Medical treatment or other bases for intermittent or reduced schedule leave must be scheduled so as not to disrupt Manalapan's operations. Employees who wish to take intermittent or reduced schedule leave may, at Manalapan's discretion and unless prohibited by law, be transferred to a position, for which they are qualified and for which they will receive equivalent pay and benefits, which may better accommodate such leave.

Reporting While on Leave

While on leave, employees may be required to furnish Manalapan with periodic reports of their status and whether they intend to return to work after their leave. If the circumstances of the leave change and the employee is able to return to work earlier than the date of the original request, the employee is required to notify Manalapan at least two work days prior to the date of return.

Returning From Leave

Upon returning from family and medical leave covered by state and/or federal law, employees shall be reinstated to their same or an equivalent position, with no loss in salary, benefits, or

other terms and conditions of employment. Employees who would have been affected by a reduction in force or layoff had they not taken leave are not entitled to reinstatement.

Prior to returning to work, employees who took leave due to their own serious health condition must submit a medical certification stating that they are able to perform the essential functions of their position either with or without reasonable accommodation.

If employees do not return to work following a family/medical leave of absence, they will be deemed to have voluntarily terminated their employment.

Excess Leave

Leave may be extended at Manalapan's sole discretion without continuation of health benefits. However, Manalapan cannot guarantee reinstatement to employees' same or equivalent position after employees' family/medical leave entitlement. Employees who need additional leave in excess of 12 weeks should contact the Township Administrator's Office.

Appendix A
AFSCME 2012-2015

Employee	Title	Hire Date	2012 Salary	2013 Salary	2014 Salary	2015 Salary
Agosta, Josephine	Secretary	5/3/99	\$34,890	\$35,588	\$36,300	\$37,026
Armstrong, Carol	Violations Clerk	5/31/04	\$28,702	\$29,276	\$29,861	\$30,459
Burdick, Steve	Building Inspector	7/1/85	\$78,173	\$79,736	\$81,331	\$82,958
Costanzo, Alice	Administrative Coord. Secretary	12/5/88	\$44,182	\$45,066	\$45,967	\$46,887
Curcio, Jerilyn	Clerk Typist	10/23/06	\$25,516	\$26,027	\$26,547	\$27,078
Eadie, Nanette	Clerk Typist	3/31/03	\$27,598	\$28,150	\$28,713	\$29,287
Edelman, Joan	Secretary	10/17/88	\$38,459	\$39,228	\$40,013	\$40,813
Farrell, Mary	Senior Clerk Typist	9/24/90	\$36,895	\$37,633	\$38,386	\$39,154
Freifeld, Joan	Deputy Court Administrator	8/25/08	\$27,638	\$28,191	\$28,754	\$29,330
Frey, George	Plumbing SubCode	5/19/97	\$71,098	Ret	Ret	Ret
Gable, Laurie	Account Clerk	4/25/11	\$26,202	\$26,726	\$27,261	\$27,806
Germann, Steven	Plumbing Inspector	9/27/04	\$55,030	N/A	N/A	N/A
Germann, Steven	Plumbing SubCode	1/1/13	N/A	\$68,721	\$70,096	\$71,498
Green, Maria	Clerk Typist	1/19/04	\$27,598	\$28,150	\$28,713	\$29,287
Krohn, Suzanne	Asst Zoning/Code Enforcement Officer	10/3/05	\$32,160	\$32,803	\$33,459	\$34,128
LaFargola, Rose	Purchasing Agent	9/1/03	\$57,390	\$58,538	\$59,709	\$60,903
Langlais, Cheryl	Clerk Typist	2/24/03	\$27,598	\$28,150	\$28,713	\$29,287
Lasker, Bette	Technical Assistant	3/31/97	\$42,722	\$43,576	\$44,448	\$45,337
Lennox, Mike	Fire Protection Inspector	7/8/85	\$78,173	\$79,736	\$81,331	\$82,958
Marini, John	Building Subcode Official	7/13/98	\$71,098	\$72,520	\$73,970	\$75,450
Papirnik, Lori	Administrative Coord. Secretary	7/7/03	\$39,174	\$39,958	\$40,757	\$41,572
Peterson, Dayna	Building Inspector	4/7/85	\$78,173	\$79,736	\$81,331	\$82,958
Procoppio, Mary Ann	Secretary	1/20/90	\$38,329	\$39,095	\$39,877	\$40,675
Raniere, Fran	Secretary (No pay as of 12/8/11)	8/24/94	\$35,523	\$36,233	\$36,958	\$37,697
Reed, Ed	Electrical SubCode Official	1/14/04	\$71,098	\$72,520	\$73,970	\$75,450
Reiser, Pat	Secretary	12/9/85	\$38,329	\$39,095	\$39,877	\$40,675
Rittberg, Randy	Account Clerk	10/18/93	\$33,966	\$34,645	\$35,338	\$36,045
Rose, Shari	Clerk Typist	9/5/06	\$25,516	N/A	N/A	N/A
Rosado, Jenny	Account Clerk	10/31/05	\$30,067	\$30,668	N/A	N/A
Seliah, George	Electrical Inspector	9/15/08	\$51,161	\$52,184	\$53,228	\$54,293
Shwaha, Theresa	Secretary	1/17/84	\$39,714	\$40,508	\$41,318	\$42,144
Slavicek, Joey	Senior Deputy Court Administrator	6/28/04	\$35,603	\$36,315	\$37,041	\$37,782
Tamburello, Frances	Building Inspector	8/16/05	\$52,951	\$54,010	\$55,090	\$56,192
Toscano, Barbara	Rec. Center Day Supervisor	7/1/90	\$36,895	\$37,633	\$38,386	\$39,154
Tracey, Pam	Payroll Clerk	1/2/92	\$46,082	\$47,003	\$47,943	\$48,902
Trainor, Belinda	Clerk Typist	6/23/04	\$27,598	\$28,150	\$28,713	\$29,287
Valent, Dorothy	Investigation Bureau Office Clerk	9/5/06	\$25,516	\$26,027	\$26,547	\$27,078
Weiner, Valerie	Secretary	10/13/93	\$38,448	\$39,217	\$40,001	\$40,801

*8/20/12

TITLES

Account Clerk
Administrative Coordinating Secretary
Asstant Zoning/Code Enforcement Officer
Building Inspector
Building Sub-code
Chief Telecommunicator
Clerk Typist
Deputy Court Administrator
Electrical Inspector
Electrical Sub-code
Fire Protection Inspector
Housing Inspector
Payroll Clerk
Plumbing Inspector
Plumbing Sub-code
Purchasing Agent
Recreation Center Day Supervisor
Secretary
Senior Clerk Typist
Senior Deputy Court Administrator
Technical Assistant
Telecommunicator
Violations Clerk
Zoning/Code Enforcement Officer