

COLLECTIVE BARGAINING AGREEMENT

PUBLIC WORKS SUPERVISORS

TOWNSHIP OF PISCATAWAY

AND

TOWNSHIP OF PISCATAWAY

FOR THE PERIOD

JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

TABLE OF CONTENTS

Article I.	RECOGNITION .....	1
Article II.	MANAGEMENT RIGHTS AND RESPONSIBILITIES .....	1
Article III.	GRIEVANCE PROCEDURES .....	2
Article IV.	COMPENSATION AND FRINSGE BENEFITS .....	5
Article V.	LONGEVITY PAYMENT .....	9
Article VI.	LONG TERM DISABILITY .....	10
Article VII.	SICK LEAVE PROVISION .....	10
Article VIII.	HOURS AND OVERTIME-FOREMEN .....	10
Article IX.	LAY-OFF PROVISION .....	11
Article X.	FULLY BARGAINED PROVISIONS .....	12
Article XI.	MAINTENANCE OF OPERATIONS .....	12
Article XII.	NON-DISCRIMINATION .....	12
Article XIII.	UNION PRIVILEGES .....	13
Article XIV.	DUES CHECK-OFF .....	13
Article XV.	PERSONNEL FILES .....	16
Article XVI.	VALIDITY OF PROVISIONS .....	16
Article XVII.	TERM OF THIS AGREEMENT .....	16
Article XVIII.	RENEWAL .....	16
Article XIX.	STATEMENT OF INTENT .....	16
EXHIBIT A	SCHEDULE OF WAGES .....	18
EXHIBIT B	LONG TERM DISABILITY PROGRAM (LTD) .....	20

The following shall constitute the fully bargained provisions of a Collective Bargaining agreement between the Township of Piscataway and that group of Township employees commonly known as the Public Works Supervisors of the Public Works Department. It is intended that this agreement shall provide a basis for mutual understanding between the Township and the Public Works Supervisors, and the terms of this agreement shall extend from, January 1, 2010 through December 31, 2023

#### **ARTICLE I. RECOGNITION**

The Township recognizes, for collective bargaining purpose, American Federation of State, County and Municipal Employees NJ Organizing Committee 963 The unit recognized shall be described as follows:

**Included:** All public works supervisors in the following title – Superintendent and Foreman – employed by the Township of Piscataway

**Excluded:** Managerial executives, confidential employees, non-public works supervisors, non-supervisory employees, police and all other employed by the Township of Piscataway.

It is understood that representation by AFSCME shall be subject to mandates and requirements of law and decisions by the Public Employment Relations Commission.

#### **ARTICLE II. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. Except as expressly modified or restricted by a specific provision of this agreement, the Township retains and reserves unto itself, at its sole and exclusive discretion and judgment, all statutory and inherent powers, rights, authority, prerogative, duties and responsibilities conferred upon or vested in it prior to the signing of this agreement, or which may hereafter be conferred upon and vested in it by the Laws and Constitution of the State of Jersey and of the United States. These include, but are not limited to, the right to:
1. Management and administrative control of the operation of the Township and its properties and facilities and the activities of its employees;
  2. Hire all employees and to determine their qualification and fitness for continued employment or assignment and to promote and transfer employees;
  3. Take disciplinary action for cause such as but not limited to suspension demotion and discharge;
  4. Determine the methods, means and personnel by which Township operations are conducted;

5. Determine the content of job qualifications and duties;
  6. Take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies
- B. The management and direction of the workforce shall be at the sole discretion and the sole responsibility of the Township, and except as otherwise provided herein. The Township retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the workforce; to subcontract; plan, direct and control the entire operation of the workforce; discontinue, consolidate or reorganize any department or division, move any or all operations to any location or discontinue the same in whole or in part; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees or transfers in the workforce, or requires the assignment additional duties to the employees in the workforce, or cause the elimination or addition of titles of jobs; determine the amount and frequency of overtime to be worked and relieve employees from duty; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Township prior to the execution of this agreement, except as limited herein.
- C. All rights, powers, discretion, authority and prerogative possessed by the Township prior to the execution of the agreement, whether exercised or not, are retained by and are to remain exclusively with Township.
- D. That notwithstanding anything contained in any of the above sections 'A' through 'C', it is expressly agreed and understood that any and all practices that may have developed over the years are preserved and deemed to continue.

**ARTICLE III. GRIEVANCE PROCEDURES**

- A. Purposes
1. The purpose of this procedure is to secure, at the lowest level, an equitable solution to 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.
  2. Nothing contained herein shall be construed as limiting the right of any employee to discuss a matter informally with any appropriate member of his departmental supervisory staff, at a mutually convenient time, provided there is no undue interference with departmental operations.
  3. Disputes concerning terms and conditions of employment governed by state or federal statute or state federal administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not proceed beyond Step 3.

Nothing herein contained shall prevent the employee or the Union from seeking appropriate administrative or judicial relief.

B. Definitions

1. A grievant is defined as any individual or entity which has been, is being, or may be affected by any issue, controversy, dispute or application as indicated in the definition of a grievance. The Union may initiate or file a grievance on behalf of an injured or unavailable Employee.
2. A grievant is defined as any bargaining unit employee or party to this agreement who has a grievance as defined herein. The Union may file a grievance on behalf of two or more employees if the grievance involves common issues of fact and law.
3. A written grievance shall comply with the following criteria:
  - a. It shall set forth the name of the employee(s) and/or party alleged to be aggrieved.
  - b. It shall set forth the date of the occurrence or event giving rise to the grievance.
  - c. It shall set forth a concise statement of the facts giving rise to the Grievance.
  - d. It shall state the specific section of the agreement, policy or administrative decision, which forms the basis of the grievance.
  - e. It shall set forth the specific relief requested.

C. Steps of the Grievance Procedure

The following constitute the sole and exclusive method of 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: DEPARTMENT HEAD

- a. An attempt shall first be made to settle the dispute between the employee, steward and supervisor. In the event no agreement is reached, the grievance shall be reduced to writing and submitted to the Department Head. An aggrieved employee shall institute action under the provisions hereof by filling a written grievance as defined in B.3 above, within five (5) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences, between the aggrieved employee, his steward, and his supervisor, for the purpose of resolving the matter informally. Failure to act on the part of the grievant within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

- b. The Department Head shall render a decision within five (5) working days after the receipt of the grievance.

STEP TWO: ADMINISTRATION

- a. In the event the grievance has not been resolved at Step One, then within five (5) working days following the determination of the Department Head, the matter may be submitted to the Mayor or his/her designated representative.
- b. The Mayor and/or his/her designated representative shall review the matter and make a determination, within ten (10) working days from the receipt of the complaint.
- c. The Township may request that the grievant and steward be present during all meetings. Meetings will be normally scheduled after 3:30 PM, or at such time as may be agreed upon by both parties. A meeting called by management during working hours shall not result in a pay penalty for any attending employee.

STEP THREE: PUBLIC EMPLOYMENT RELATIONS COMMISSION

Should the aggrieved person be dissatisfied with the decision of the Township authorities, or if no decision is rendered in the prescribed time, the matter may be submitted to arbitration by the Association in the following manner:

1. A request for an arbitrator shall be made to the Public Employment Relations Commission or the New Jersey State Board of Mediation according to the rules and regulations of each respective agency. The parties agree to be bound by the procedures of the selected agency.
2. 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 and any applicable Federal and State laws and cases. The arbitrator shall have no authority to add to, modify, detract from or alter in any way, the provisions of the Agreement.
3. The arbitrator's decision shall be set forth in writing with his reasons for the decision and be rendered within thirty (30) days after the formal date of the hearing, which decision shall be final and binding upon the parties.
4. The cost of the services of the arbitrator shall be borne equally between the Township and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same. The Shop Steward shall participate in the grievance procedure at Step One through Three.

**ARTICLE IV. COMPENSATION AND FRINGE BENEFITS**

**A. Leave Time**

All employees hired after January 6, 2006 shall only be entitled to pro rate accumulation of leave benefits upon any separation of service. The pro rata leave calculation shall be performed in the calendar year in which they separate. They shall earn leave time as other employees during the term of employment.

**B. Salary Increases**

The schedule of wages for Public Works Supervisors for each year of the contract is contained in Exhibit A which is attached hereto and made apart hereof. The Township reserves the right to pay Employees on a bi-weekly basis on the 15<sup>th</sup> day and the 30<sup>th</sup> day of every month (February payment to be on the last day of the month) the salary scale and plan have been designed as follows:

1. The entrance wage level for each position shall be established and become part of this Agreement. An employee who holds the title of Superintendent shall progress one-third (1/3) of the differential to the next highest rate so that he is at the top of his rate at the end of two (2) years of service in that position based on satisfactory job performance.

2. All current employees within the bargaining unit shall receive increases according to the following schedule:

January 1, 2020	2.25%
January 1, 2021	2.75%
January 1, 2022	2.75%
January 1, 2023	2.75%

3. Effective January 1, 2017, the Township shall add a onetime adjustment to base salary of \$1300.00 for the Superintendent covered by the Collective Bargaining Agreement on the date of the Memorandum of Agreement (November 29, 2016) to compensate the employee for phone calls received during off duty hours. The Superintendent will receive straight time for any call in's on and hour for hour basis. Employees will not be deemed a part of the employee's job duties and covered by their annual salary. Productive pay will be eliminated effective January 1, 2017 for all current employees and shall not apply to any employee promoted into this unit after November 29, 2016. Effective January 1, 2020, the Township shall add a one time adjustment to base salary of \$1000.00 for the Foremen to compensate the employees for phone calls received during off duty hours.
4. January 1, 2017 there shall be a onetime increase of \$350 in all employees' base salary.

C. Holidays

The following holidays shall be recognized by the Township and shall be considered time off with pay:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents Day
4. Good Friday
5. Memorial Day (last Monday in May)
6. Independence Day
7. Labor Day
8. Columbus Day (second Monday in October)
9. Veterans Day
10. Election Day
11. Thanksgiving Day
12. Day after Thanksgiving day
13. Christmas Day

D. Health Benefit Plan

1. The Township shall provide to the employee a mutually agreeable health benefit package that includes hospitalization, medical, major medical, prescription, optical and dental insurance to all full-time employees who are members of the bargaining unit and their dependents.
2. For employees who retire in accordance with the following criteria, the Township will provide a health benefits package enjoyed by employees who are actively working, subject to all premium cost sharing and terms and conditions established P,L, 2011, Chapter 78 and P.L. 2010, Chapter 2:, with the exception that all employees who were members of a locally administered retirement system prior to June 28, 2011 will pay 1.5%
3. Traditional insurance option is no longer available. The employee may choose from a PPO Enhanced or Blue Card Plan, POS plan, Horizon OMNIA Plan or the Horizon HSA Plan.
4. Any employee hired prior to January 1, 2018, opting for the lower cost premium HSA or OMNIA health plan will contribute to the Township the difference of the Chapter 78 Contributions if they would have chosen the higher premium PPO health plan. Employees

hired after this date will be limited the OMNIA or HSA health plan options and will pay Chapter 78 Contributions.

5. The unlimited PPO lifetime benefit is maintained.
6. Effective January 1, 2018 the prescription co-pay shall be \$10 for generic drugs, \$25 for preferred drugs, and \$50. for non-preferred drugs.
7. The co-pay for PPO is \$15.00 per visit and POS is \$10.00 per visit.
8. The deductible for dental is seventy-five dollars (\$75.00) per person, with the maximum benefit per year of \$3,000.00 per person. The aggregate for dental deductibles per family shall not exceed \$225 per year.
9. If an employee's spouse is employed by the Township, only one coverage will be provided by the Township and the other employee will not be entitled to the Township waiver payout
10. The parties agree that the Township may in its discretion provide health benefits through the State Health Benefits Plan
11. All employees and retirees shall contribute towards health benefits in accordance with P.L. 2010, Chapter 2 and the grid established by P.L. 2011, Chapter 78. The minimum employees' contribution shall be 1.5% of their base salary towards health benefits.
12. Any full-time Township employee may choose, at his or her sole option, not to be enrolled in the health insurance plan provided that the employee provides proof of existing health coverage. Any employee so choosing shall be eligible to receive a lump sum reimbursement, however in cases where an employees spouse is also employed by the Township, only one coverage will be provided and their will be no lump sum reimbursement available to either employee. This will also apply to retired employees. Reimbursement schedules shall consist of the following payments:

	FAMILY COVERAGE	PARENT/CHILD	SINGLE
Health	\$4,250.	\$3,000.	\$2,000.
Dental	\$450.	\$300.	\$300.
Prescription	\$300.	\$200.	\$200.
	\$5,000.	\$3,500.	\$2,500.

E. Health Benefit Plan – Disabled Employees

For employees who retire in accordance with the following criteria, the Township will provide a health benefits package enjoyed by employees who are actively working. The criteria are:

Have retired on a disability pension having been permanently disabled under circumstances arising out of, and in the course of, their employment with the Township.

The parties acknowledge that the nature and extent of benefits and the terms and conditions of the Health Benefits Plan they have selected are subject to unilateral changes by the Health Benefits Plan Provider and/or by governmental regulation. The parties agree that in the Township, the Health Benefits Plan for the remaining duration of the Agreements.

The Township will provide Lyme disease testing once per year at the option of the employee and at no cost to the employee.

F. Personal Days

Effective January 1, 2017 Permanent full-time employees will receive an allowance of three (3) personal days each calendar year. In addition, there will be an allowance of one-half (1/2) Personal day to be taken on Christmas Even, and one-half (1/2) personal days to be taken on New Year's Eve. All Personal Days must be used by December 31<sup>st</sup> of each calendar year. Any personal leave time not used by this date will be lost.

All employees hired after January 6, 2006 shall only be entitled to pro rata accumulation of personal days upon any separation of service. The pro rata leave calculation shall be performed in the calendar year in which they separate. They shall earn leave time as other employees during the term of employment.

G. Vacations

1. For all employees having from one (1) through five (5) years of employment with the Township, their vacation entitlement shall be eleven (11) days. For employees hired after June 1, 2011 the entitlement will be ten (10) days
2. For all employees having from six (6) through ten (10) years of employment with the Township, their vacation entitlement shall be eighteen (18) days. For employees hired after June 1, 2011 the entitlement will be fifteen (15) days.
3. For all employees having from eleven (11) through fifteen (15) years of employment with the Township, their vacation entitlement shall be nineteen (19) days.

4. For all employees having from sixteen (16) through twenty-four (24) years of employment with the Township, their vacation entitlement shall be twenty-three (23).
5. For all employees having twenty-five (25) years and over of employment with the Township, their vacation entitlement shall be twenty-four (24) days.
6. Any vacation time from the previous year that is not used by May 1st will be lost.
7. Employees will have the ability to put up to one week of unused Vacation time into their Deferred Compensation Plan or cash it in at 100% value at the end of each calendar year. If employees are going to cash in Vacation time, it must be submitted to finance by December 1.
8. Division superintendents, the Superintendent of Operations, and Road Superintendent with over twenty (20) years service shall be entitled to five (5) additional vacation days per calendar year.
9. Foreman with over (20) years of service shall be entitled to one (1) additional day for each year of this contract (2002-2005 or 3 extra days) this shall not apply to employees hired after July 1, 2011.
10. All employees hired after January 6, 2006 shall only be entitled to pro rata accumulation of vacation upon any separation of service. The pro rata leave calculation shall be performed in the calendar year in which they separate. They shall earn leave time as other employees during the term of employment.

H. Clothing Allowance

A clothing and shoe allowance will be available July 1 of each year. The employee will buy from the township vendor. Once the awarded vendor is chosen, all employees will be notified and given the name and address of the chosen vendor for the purchases of clothing and shoes. Each employee will be credited \$400.00 with the awarded vendor.

I. Injury in the line of duty (Workers Compensation)

Definition: For the purpose of this section, the term "incident" refers to an employee being out of work for a full day. For this contract, the trigger date for an incident will be retroactive to January 1, 2003.

When an employee is injured in the line of duty, the following pay schedule shall apply:

First incident – 1 full lost workday or more	100% of pay
Second incident	85% of pay
Third incident	70% of pay

The employee will have the option to use their own sick time, up to seven (7) days, to avoid a lost time incident. If the employee goes without an incident for a period of three (3) years from their last incident they will move to the highest percentage rate of pay. For example, if an employee is currently at 70%, and they go three (3) years without an incident, then they will go to 100%-pay.

Any Physical Therapy resulting from a work-related injury shall be schedule during the employee's off work hours. The employee will be compensated for time to attend physical therapy

J. Death in the Family

1. Leave, with pay, not exceeding five (5) working days shall be granted to any employee in the event of death in his immediate family. Said leave may be extended in special cases. The term "immediate family" is intended to include the employee's spouse, child, parent, brother, sister, or grandparents; and, the child, parent, brother, sister, or grandparents of his spouse, and all step relatives of similar degree. The Township may require proof of death.
2. In the event of the death of a household resident similar to the relationship of a spouse, leave with pay shall be granted for one day. Said leave maybe extended in special cases.
3. Leave must be taken during the time period of the funeral, wake and/or burial or for preparations leading up or immediately after the above.
4. Any postponement of leave due to extenuating circumstances will be considered on a case by case basis and shall not be evidential as a past practice.

**ARTICLE V. LONGEVITY PAYMENT**

- A. A longevity payment shall be paid based upon an employee's length of continuous service. Such longevity pay shall be considered as additional compensation and shall be part of each full-time employee's salary for retirement benefits.

The longevity plan shall be as follows:

At the completion of	
Five (5) years of service	2% longevity ( on employee's base salary)
Ten (10) years of service	4%
Fifteen (15) years of service	6%
Twenty (20) years of service	8%
Twenty-four (24) years of service	10%

- B. Foremen who have completed fifteen (15) years of service with the Township shall receive a onetime differential payment of \$1,000 added to their base salaries. Their clause shall not apply to employees hired after July 1, 2011.
- C. Effective January 6, 2006 new hires shall not be entitled to longevity pay.

**ARTICLE VI. LONG TERM DISABILITY**

This program is set forth in Exhibit B.

**ARTICLE VII. SICK LEAVE PROVISION**

Sick leave will accrue at the rate of one (1) day per month of employment for a total of twelve (12) days per year.

- A. All employees hired after January 6, 2006 shall only be entitled to pro rata accumulation of sick leave upon separation of service. The pro rata leave calculation shall be performed in the calendar year in which they separate. They shall earn leave time as other employees during the term of employment.
- B. During each year covered by this Agreement, each employee shall be entitled to twelve (12) sick days. For employees hired after June 1, 2011 the entitlement will be ten (10) days. Five (5) unused days per year can accrue to accumulated sick leave, which may be available for early retirement. Any number greater than five (5) unused days can be used as compensatory sick time in the year immediately following accrual. Compensatory sick time not used within the next calendar year will be lost.
- C. An employee may accumulate up to a maximum of two hundred forty (240) days of sick leave, which may be credited toward early retirement, however, in no event shall the amount paid exceed \$15,000 per employee for any employee hired after 1 September 1999. Any employee hired after July 1, 2011, shall be limited to a maximum sick leave payout of \$7,500. For employees hired on or after January 1, 2015 the amount paid shall not exceed \$5000.
- D. Any accumulated sick days shall be paid to the heirs or designated beneficiary of any employee who dies while in the employment of the Township.
- E. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to a contagious disease. Sick leave may also be used in hour increments for short period to attend to a spouse or child who is seriously ill. In the manner described under the Family Leave Act.

**ARTICLE XIII. HOURS AND OVERTIME-FOREMEN**

- A. The typical workweek shall consist of a forty (40) hour, workweek including five (5) eight (8) hour days, days to be set by the Township.

- B. The typical departmental workday begins at 7:00 am and continues through 3:30 pm with a one half (1/2) hour lunch period.
- C. The regular workday hours during the months of July and August may be adjusted to conform to the rank and file negotiated workday. Nothing herein prevents the Director from adjusting individual work hours to resolve employee schedule issues so long as the efficiency and effectiveness of the department is not affected.
- D. A Foreman, who has been appointed after 1 January 1999, may be assigned to work hours other than the department's standard, depending on the needs of the division or its hours of operation.
- E. Foremen who work overtime beyond their regular work week (40 hours) shall be paid at the premium rate of one and one half times regular salary in one-half hour increments for additional time worked. The minimum "call in" for over time will be two hours. Eligibility for minimum call in requires that the foreman come into the workplace.
- F. All work performed by any Foreman beyond the sixteenth (16) worth hour of any one workday shall be compensated for such additional work at the premium rate of two time regular salary in one-half hour increments for additional time worked.
- G. Foremen who work on the sixth (6<sup>th</sup>) consecutive workday in a workweek shall be paid at a premium rate of one and one-half times regular salary.
- H. Foremen who work on the seventh (7<sup>th</sup>) consecutive workday in a workweek shall be paid at the premium rate of two time's regular salary.
- I. Employees will have the option of either pay or comp time at the rate of 1.5 hrs or double time (where applicable) when working overtime.
- J. Employees who work on Holidays will be paid double time.

**ARTICLE IX. LAY-OFF PROVISION**

- A. Employees within a department subject to layoff shall be offered work in their same job classification provided there is an available opening. In lieu of layoff, an employee may displace a less senior employee covered by this agreement in the same classification or in a lower classification, regardless of department, provided the employee is qualified to perform the functions of that job.
- B. When the factor of skill and ability are reasonably equal, seniority will be the determining factor. Seniority is defined as continuous employment with the Township from the date of last hire.

- C. Temporary employees shall be laid off before probationary employees and all probationary employees shall be laid off before any permanent employees. Employees so affected shall be given a minimum of two weeks' notice.

**ARTICLE X. FULLY BARGAINED PROVISIONS**

It is understood that this Agreement represents the complete and final settlement, by the parties, on all bargain able items, which were or could have been the subject of negotiations.

**ARTICLE XI. MAINTENANCE OF OPERATIONS**

- A. It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance and that there shall be no interference with such operations either by a strike or by other job action by the union or a lockout by the Township.
- B. The union covenants and agreed that neither the union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist, or support, nor will any of its members take part in any strike, work stoppage, slowdown, walkout or other job action against the Township.
- C. The union will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other similar activity, or from supporting any such action by any other employee or group of employee of employees of the Township. The union will disavow such action and order all such members who participate in such activities to cease and desist immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the unions order. In executing its obligations, the union will use such forms of communication with its members, as it and the Township deem most effective, including personal contact, telegram, registered or conventional mail and so forth.
- D. In the event of a strike, slowdown, walkout or other form of job action, it is covenanted and agreed that participation in any such activity by a union member shall entitle the Township to take disciplinary action including termination of the employment of such employee or employees, and that taken by the Township may vary from employee to employee, depending on the circumstance. The only question for arbitration under this article is whether the employee participated in prohibited conduct. For the purposes of this section arbitration is defined as a third party neutral, mutually selected by the parties to this agreement from a list of arbitrators supplied by the Public Employment Relations Commission.
- E. Nothing contained in this agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity, or both, in the event of such breach by the union or its members.
- F. The Township agrees not to "lock out".

## **ARTICLE XII. NON-DISCRIMINATION**

There shall be no discrimination by the Township or the Union against an employee on account of race, color, creed, sex, national origin, nationality, religion, ancestry, age, marital status, physical mental or disability, affectional or sexual orientation, genetic information, atypical hereditary cellular or blood trait, liability for services in the armed forces of the United States, or covered veteran status. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against interfere with restrain or coerce any employees covered under this Agreement who are not members of the Union.

## **ARTICLE XIII. UNION PRIVILEGES**

- A. The union shall be allowed to conduct normal business meetings on Township property, provided that the space is available and requests are made at least one (1) week in advance. Employees may attend such meetings only during off duty hours.
- B. Any officer, shop steward, or duly elected delegate of the local Union may take a leave of absence, with no interruption of payoff benefits, to attend the AFSCME International convention, AFSCME NJ-Council 63 convention, AFSCME NJ-Council 63 Workshops and meetings, and other workshops and seminars. No more than three (3) of the above named positions will be allowed to attend at the same time. Requests to attend the above are to be made at least two (2) weeks in advance the aggregate number of days available for such leave for the bargaining unit shall not exceed nine (9) for each year.
- C. A bulletin board shall be made available by the Township at a reasonably convenient location. The bulletin board may be utilized by the Union for the purpose of positing non-controversial Union announcements and other similar information.

## **ARTICLE XIV. DUES CHECK-OFF**

- A. The Township agrees to deduct dues for the union from the wages of a permanent employee who is a member of the union and whose position is covered by this agreement in accordance with N.J.S.A. 52:14-15.9E, as amended, provided that at the time of such deduction there is in possession of the Township a current "check-off authorization" form, individually and voluntarily executed by the employee said "check-off authorization" form, to be provided by the union. The union shall be responsible for securing the signatures of its members on side forms and delivering same to the Township. The Township will deduct these amounts in equal installments.
- B. Representation Fee (Agency Shop)
  1. Within 10 calendar days from the date of hire of AFSCME unit employees, The Township shall provide the following contact information to the unit in an Excel file format : Name, job

title, worksite location, home address, work telephone numbers, and any home and personal cellular numbers on file with the public employer, date of hire, and work email address and any personal email address on file with the public employer. Every 120 calendar days beginning on January 1 following the effective date of this act, the Township shall provide the Union, in an Excel file format, the following information for all negotiations unit employees: Name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular numbers on file with the public employer, date of hire, and work email address and any personal email address on file with the public employer.

2. Amount Fee – Prior to the beginning of each contract year, the union will notify the Township in writing of the amount of regular membership dues, initiation fees and assessment charged by the union to its own members for the contract years, and the amount of the representation fee for the contract year. Any changes in representation fee structure during the contract year shall be in accordance with B.1. above.

The representation fee in lieu of dues shall be in the amount equivalent to the regular membership dues, initiation fees and assessment 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 85% of the regular membership dues, fees and assessments.

3. Deductions and Transmission of Fee

After verification by the Township that an employee must pay the representation fee, the Township will deduct the fee for all eligible employees in accordance with this article.

The mechanics of the deduction of representation fees and the transmission of such fees to the union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the union.

The Township shall deduct the representation fee as soon as possible after the tenth day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

The Township shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in the unit.

4. Demand and Return System

The representation fee in lieu of dues only shall be available to the union if the procedures hereafter are maintained by the union. The burden of proof under this system is on the union. The union shall return any portion of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative. The employee shall be entitled to a review of the amount of the representation fee by requesting the union to substantiate the amount charged for the representation fee. This review shall be in conformance with internal steps and procedures established by the union. The union shall submit a copy of the union review system to the Township Administrator. The deduction of the representation fee shall be available only if the union establishes and maintains this review system. All employees who are dissatisfied with the union's decision may appeal to the Public Employment Relations Commission Appeal Board.

5. Township Held Harmless

The union hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings brought by any employee in the negotiations unit, which arises from an agreement to deduct made by the Township in accordance with this provision. Neither the Township nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or re-entry of the employee into the union from an excluded position or another unit. The term excluded position shall include but not be limited to confidential, managerial and exempt positions.

6. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

- C. All sums deducted by the Township shall be remitted to the treasurer, AFSCME NJ, Council 63, no later than the 15<sup>th</sup> day of the calendar month subsequent to the month in which such deductions are made, together with a list of individuals for whom deductions have been made.
- D. If during the life of this agreement there shall be any change in the rate of membership dues, the union shall notify the Township by certified letter of any changes in union dues at least thirty (30) calendar days in advance of the effective date.
- E. The union shall indemnify and hold the Township harmless against any and all claims, demands, suits, or other forms of liability, including reasonable attorney's fees that shall arise out of or by reason of action taken or not taken by the Township for purposes of complying with any of the provisions of this Article.

**ARTICLE XV. PERSONNEL FILES**

Any disciplinary letters shall remain in an employee's personnel file subject to the right of an employee to have same expunged from said file upon the completion of three (3) years of service without any additional disciplinary letters. The responsibility for removal shall rest with a request by the employee.

**ARTICLE XVI. VALIDITY OF PROVISIONS**

If any provision of this Agreement is found to be invalid by a Court of Law, or by other competent jurisdiction, that provision shall become inoperative, but all other provisions shall continue in full force and effect.

**ARTICLE XVII. TERM OF THIS AGREEMENT**

This agreement shall remain in full force and effect without reopening of any kind from January 1, 2020 through December 31, 2023

**ARTICLE XVIII. RENEWAL**

Subject to law and the rules and regulations of the Public Employee Relations Commission, any desire by either party to change, modify, or renew this contract, must be expressed in writing, at least one hundred twenty (120) days prior to its termination date.

**ARTICLE XIX. STATEMENT OF INTENT**

It is the position of the officials of the Township of PISCATAWAY that this Agreement provides compensation benefits for the Public Works Supervisors, recognizing their dedicated service to the Township, with a parallel recognition of costs, which can be reasonably incurred by the Township.

EXHIBIT "B" – LONG TERM DISABILITY PROGRAM (LTD)

Effective January 1, 2012

A. Policy

1. Disability benefits are available to full-time employees, with at least two full years of continuous service, for serious long-term illnesses or injuries, which necessitate absences in excess of thirty (30) continuous calendar days (The thirty continuous calendar days in herein referred to as the LTD Qualification Period).
2. Where allowed by law, all leave under this program runs concurrent with any State or Federal FLA or FMLA leave.
3. During the LTD Qualification Period, prior to being placed on long-term disability, the employee must first use all of his or her accrued sick days. If all of the employee's sick days are utilized then employee may utilize any other available vacation or other paid leave time.
4. Should the employee not have adequate paid time available, the remaining number of days in the LTD Qualification Period that the employee is unable to work shall be unpaid until the LTD Qualification Period has been fulfilled.
5. Long-term disability leave starts with the thirty-first (31) continuous calendar day an employee is unable to work.
6. After the employee has completed the LTD Qualification Period and has been placed on long-term disability status, the Township will pay the employee in the following manner:  
  
75% of employee's usual weekly/bi-monthly salary for up to eleven (11) months on long-term disability
7. If an employee returns to work, after being out under the LTD Program, the employee must return to work full time for 6 (six) months before he or she can apply for additional benefits under the LTD Program. The LTD Qualification Period requirement must be met each time an employee applies for long-term disability under this program. Notwithstanding the above, if an employee receives benefits under the LTD Program and returns to work full time but must take time off again due to the same medical condition within a 30 day period after returning to work and the employee has not exhausted his/her LTD maximum benefits of 11 months, the employee will not be required to meet another LTD qualification period but may use up the balance of the LTD period that remains related to that specific personal illness or injury.

8. An employee may not work for any other employer or be self-employed while receiving benefits under the township's LTD program. Any employee found to be violating this policy will be subject to immediate termination from the LTD program and will be subject to disciplinary action up to and including immediate termination of employment from the Township

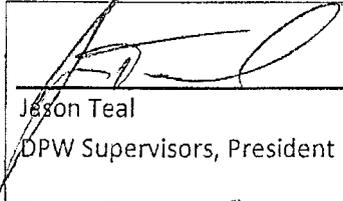
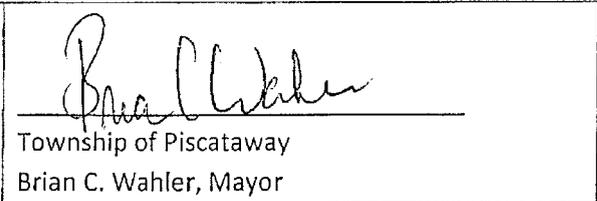
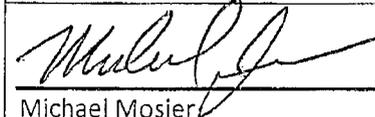
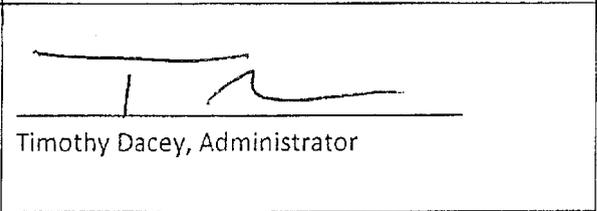
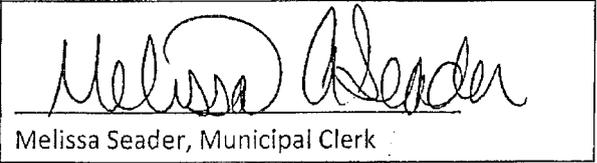
B. Conditions

The above payment schedule is subject to the following provisions:

1. The Township will charge the employee's sick leave or other leave days during the LTD Qualification Period. Any balance of the employee's accumulated sick days will not be used during the LTD leave period unless the employee requests these sick days be charged as described under subsection (iii) below.
2. The thirty (30) continuous calendar day LTD Qualification Period will be applicable each time an employee requests long-term disability leave.
3. An employee must have sick leave or other leave days to his or her credit, for the year that the illness or injury occurs, to receive pay for that time before being placed on long-term disability.
4. If, at the end of the LTD period the employee is still unable to work, he or she may request to use the remainder of their accumulated sick leave or other leave days to continue to receive their salary and benefits.
5. If the employee has paid leave time available in excess of the days needed to meet the LTD Qualification Period the employee may request that their additional available leave time be charged to increase disability payments to 100% of their usual weekly/biweekly salary. If at the end of the Long Term Disability period the employee is still unable to work, the employee may request to use any or all of the employee's remaining leave time including sick and vacation days to continue to receive his or her salary and benefits.
6. While on long-term disability, the employee shall not accumulate vacation days, personal days or further sick days. Upon the employees return to work from LTD, the Division of Human Resources will send the employee a notice of his or her leave time adjustment based on the time they were out on LTD. This is required because the Township front loads all leave time for each employee January 1 of the current year. If the employee's adjustment of time exceeds his or her balance then the employee will retain a negative balance until the following calendar year, from which the time will be taken from the new allotment of time.

C. Certificate of Disability

1. The Township will only continue an employee's salary and benefits under the LTD Program for a period up to eleven (11) months after the LTD Qualification Period providing that the employee submits a completed Certificate of Disability by his or her physician.
2. The original Certificate of Disability must include the following information:
  - a. Name of employee
  - b. Nature of employee's illness or injury
  - c. Extent and duration of employee's illness or injury (dates included)
  - d. A statement to the fact that the employee was unable to, report for work even for limited duty
3. The Certificate must be signed by a medical doctor licensed in the United States.
4. The employee must provide an updated certification of continuing disability updating all of the information contained in the original certification of disability and signed by a licensed medical doctor to the Township every thirty (30) days during the LTD, or anytime a certification is requested by the Township. Failure to provide the certification of continuing disability as required or requested will result in suspension of all payments until the certification is received. It is the employee's responsibility to secure all certifications or re-certifications under this policy in the period requested or as requested.
5. Within eight (8) calendar days of an apparent long-term illness, the employee must request a Certificate of Disability Form from the Division of Human Resources. This form must be completed and returned to the Division of Human Resources at least two weeks prior to the end of the LTD Qualification Period for an employee-to be placed on long-term disability as of the thirty-first (31<sup>st</sup>) continuous calendar day of the personal illness or injury, which prevents the employee from working.
6. Failure to complete the Certificate of Disability prior to the end of the thirty (30) continuous calendar days of personal illness or injury, which prevents the employee from working, will result in loss of pay for each day thereafter until the form is completed, returned to and reviewed by the Division of Human Resources.
7. The Township reserves the right to request a second medical opinion, at the Township's own expense, to confirm what is represented in the Certificate of Disability.

 2/3/2020 Jason Teal DPW Supervisors, President	 Township of Piscataway Brian C. Wahler, Mayor
 02/03/2020 Michael Mosier DPW Supervisors, President	 Timothy Dacey, Administrator
	 Melissa Seader, Municipal Clerk

Dated: 2/19/2020

Townsh of Piscataway  
Public Works Supervisors Union  
**Salary Scale for Superintendent Only (Year 2020 to Year 2023)**

SALARY SCALE FOR Superintendent (INCLUDING \$1,000.00 IN LIEU OF PHONE CALLS)

YEAR	ENTRY LEVEL	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
2019	73,200	88,028	103,216	117,691		
2020	75,847	91,008	106,538	121,339		
2021	77,933	93,511	109,468	124,676		
2022	80,076	96,083	112,478	128,105		
2023	82,278	98,725	115,571	131,628		

SALARY SCALE FOR Superintendent (INCLUDING \$1,000.00 IN LIEU OF PHONE CALLS); And Either 15 Years of Service or DPW Certification

YEAR	ENTRY LEVEL	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
2019	74,200	89,028	104,216	118,691		
2020	76,870	92,031	107,561	122,362		
2021	78,984	94,562	110,519	125,727		
2022	81,156	97,162	113,558	129,184		
2023	83,388	99,834	116,681	132,737		

SALARY SCALE FOR Superintendent (INCLUDING \$1,000.00 IN LIEU OF PHONE CALLS); 15-Years of Service & DPW Certification

YEAR	ENTRY LEVEL	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
2019	75,200	90,028	105,216	119,691		
2020	77,892	93,053	108,583	123,384		
2021	80,034	95,612	111,569	126,777		
2022	82,235	98,241	114,637	130,263		
2023	84,496	100,943	117,790	133,845		

Townsh of Piscataway  
Public Works Supervisors Union  
Salary Scale for Foremen Only (Year 2020 to Year 2023)

SALARY SCALE FOR FOREMEN (INCLUDING \$1,000.00 IN LIEU OF PHONE CALLS)

YEAR	ENTRY LEVEL	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
2019	84,452	87,075	89,697	92,323	94,944	97,638
2020	87,352	90,034	92,715	95,400	98,080	100,834
2021	89,754	92,510	95,265	98,024	100,777	103,607
2022	92,222	95,054	97,885	100,720	103,548	106,456
2023	94,758	97,668	100,577	103,490	106,396	109,384

SALARY SCALE FOR FOREMEN (INCLUDING \$1,000.00 IN LIEU OF PHONE CALLS); And Either 15 Years of Service or DPW Certification

YEAR	ENTRY LEVEL	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
2019	85,452	86,452	90,697	93,323	95,944	98,678
2020	88,375	89,397	93,738	96,423	99,103	101,898
2021	90,805	91,855	96,316	99,075	101,828	104,700
2022	93,302	94,381	98,965	101,800	104,628	107,579
2023	95,868	96,976	101,687	104,600	107,505	110,537

SALARY SCALE FOR FOREMEN (INCLUDING \$1,000.00 IN LIEU OF PHONE CALLS); 15-Years of Service & DPW Certification

YEAR	ENTRY LEVEL	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
2019	86,452	87,452	91,697	94,323	96,944	99,718
2020	89,397	90,420	94,760	97,445	100,125	102,962
2021	91,855	92,907	97,366	100,125	102,878	105,793
2022	94,381	95,462	100,044	102,878	105,707	108,702
2023	96,976	98,087	102,795	105,707	108,614	111,691