

**Memorandum of Agreement
Between
Township of Mt. Laurel
And
AFSCME Local 3263, Council 71
May 19, 2010**

The negotiating teams for the above parties agree to recommend the items set forth in this Memorandum of Agreement for ratification.

1. All provisions of the 2005-2008 Agreement shall be continued without change into the successor 2009-2011 Agreement except as set forth herein and in the attached 2009-2011 Collective Bargaining Agreement..
2. The Township shall not impose any furloughs upon the members of the unit for the period from July 1, 2010, through December 31, 2010. In the event the Township, under the CSC approved furlough plan, fails to impose at least 10 of the approved furlough days on employees in other Township Departments (i.e., non-DPW), AFSCME may rescind this Agreement and the parties will commence negotiations.
3. In view of the timing of this Agreement, no contribution to the cost of health care shall be imposed upon members of the unit for the duration of this Agreement.
4. All items previously TOK'ed remain TOK'ed and they have been incorporated into the attached Collective Bargaining Agreement.

For the Township

For AFSCME Council 71, Local 3262

Jennifer Blumenthal *Scott Luna AFSCME president*

AGREEMENT

BETWEEN

MOUNT LAUREL TOWNSHIP

Mount Laurel, New Jersey

AND

LOCAL 3263 COUNCIL 71 A.F.S.C.M.E. AFL-CIO

January 1, ²⁰⁰⁹~~2005~~ – December 31, ²⁰¹¹~~2008~~

TABLE OF CONTENTS

		Page #
Article 1	Recognition	3
Article 2	Management Rights	4
Article 3	Check Off	6
Article 4	Bill of Rights	8
Article 5	Maintenance of Work Operations	9
Article 6	Department of Personnel Rules and Regulations	10
Article 7	Hours of Work	11
Article 8	Seniority	13
Article 9	Wages	15
Article 10	Overtime	16
Article 11	Call In Time	17
Article 12	Longevity	18
Article 13	Holidays & Personal Days	19
Article 14	Vacation	20
Article 15	Sick Leave	21
Article 16	Death in Family	23
Article 17	Leave of Absence	24
Article 18	Hospitalization and Medical Benefits	26
Article 19	Workers' Compensation	27
Article 20	Uniforms	28
Article 21	Discipline and Discharge	29
Article 22	Grievance Procedure	30
Article 23	Posting of Vacancies	32
Article 24	General Provisions	33
Article 25	Union Business and Visitations	34
Article 26	Union Rights	35
Article 27	Equal Treatment	36
Article 28	Reduction in Workforce	37
Article 29	Safety and Health	38
Article 30	Transportation	39
Article 31	Jury Duty	40
Article 32	Military Service	41
Article 33	Contracting and Sub-contracting of Public Work	42
Article 34	Printing of Agreement	43
Article 35	Fully Bargained Agreement	44
Article 36	Separability and Savings	45
Article 37	Termination and Extension	46
Article A	Salary Increase	47

Article I

Recognition

- A) The Township recognizes Local 3263 Council 71, American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive representative for the purpose of establishing salaries, wages, hours, and other conditions of employment for all personnel under contract listed in the classifications herein, and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the Laws of 1968, Chapter 303, and the amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate Bill No. 1087, or Civil Service Statutes Regulations or Case law.
- B) The bargaining unit shall consist of all blue collar employees employed by the Township specifically including the positions of truck driver, laborer, equipment operator, mechanic, custodial worker, bus driver, security guard, and excluding foreman, general foreman, white collar and clerical employees, supervisors, confidential employees, craft employees, professional employees and managerial executives.

ARTICLE II

Management Rights

- A) The Township of Mount Laurel hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:
- 1) The executive management and legislative and administrative control of the township government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 - 2) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of quality and quantity of the work required.
 - 3) To make, maintain and amend such reasonable rules and regulations as the Township may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the department after advance notice thereof to the employees to require compliance by the employees.
 - 4) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
 - 5) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
 - 6) To layoff employees in the event of lack of work or funds or under conditions where continuation of work would be inefficient and non-productive.
 - 7) To utilize supervisors and/or management as "blue collar employees" as that term is used in this Agreement when the employees are absent due to sickness, injury, lunch, vacation, or other types of leave, or any other emergency circumstances.
- B) The Township reserves the right, with regard to all other conditions of employment not preserved, to make such changes as it deem desirable and necessary for the efficiently and effective operation of the department.
- C) In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and

express terms hereof are in conformance with the Constitution and laws and administrative codes of New Jersey and of the United States.

- D) Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.
- E) The Township reserves the right, in accordance with past practice, to contract with outside persons or firms to do work which might otherwise be performed by Township employees.

ARTICLE III

Check Off

- A) The Township agrees to deduct monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Township by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the office of Council 71 together with a list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.
- B) Employees covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.
- C) The effective date of a termination of dues deduction to the majority representative shall be as of July 1 next succeeding the date on which the notice of withdrawal is filed with the employer.
- D) Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union's membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlements to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.
- E) The Union shall establish and maintain a procedure whereby an employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- F) The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Township in reliance upon salary deduction authorization cards of the fair share assessment information as furnished by the Union to the township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

G) Any employee who is transferred to a job classification which is not within the bargaining unit, as herein defined, or any employee whose employment is terminated by death, resignation, discharge, lay-off, retirement, or leave of absence shall cease to be the subject to dues deduction beginning with the month in which the termination or transfer occurs.

ARTICLE IV

Bill of Rights

- A) To insure that the individual rights of employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:
- 1) An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
 - 2) An employee shall be entitled to Union representation at each stage of a disciplinary hearing.
 - 3) No employee shall be required by the Township and/or its agents to submit to an interrogation unless the employees are afforded the opportunity of Union representation.
 - 4) No recording devices or stenographer of any kind shall be used during any meeting unless both the Union and Township agree to their use prior to such meetings, in writing.
 - 5) In any disciplinary hearings, the burden of proof, i.e., the preponderance of evidence, shall be on the Township.
 - 6) An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under the Agreement.

ARTICLE V

Maintenance of Work Operations

- A) The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or storage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township, for its purpose or on behalf of any other employee or groups of employees (commonly known as sympathy strike). The Union agrees that such action would constitute a material breach of this Agreement.
- B) The Union agrees that it will make a reasonable effort to prevent its members from participation in any strike, work stoppage, slow-down, sympathy strike, or other activity aforementioned or supporting such activity by any other employee or group of employees of the Township; and to require its members to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.
- C) 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 or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.
- D) The Township agrees that it will not engage in the lockout of any of its employees.

ARTICLE VI

Civil Service Commission
~~Department of Personnel~~ Rules and Regulations

- A) The Employer and the Union understand and agree that all rules pertaining to the municipality which are promulgated by the New Jersey *Civil Service Commission* Department of Personnel and all rules and regulations set forth in the *Civil Service Commission* Department of Personnel Statutes and Regulations are binding upon the parties hereto.
- B) The Employer and the Union understand and agree to comply with the provisions of the Federal and State Family Medical Leave Act.

ARTICLE VII
Hours of work

A) The regularly scheduled workweek shall consist of five (5) consecutive days, Monday through Friday, inclusive, except for the Sanitation Department with is Monday through Thursday, inclusive.

B) The regular hours of work shall be as listed below:

- | | |
|--------------------------|---|
| 1) Road Department | 7:00 a.m. – 3:30 p.m. |
| 2) Recreation Department | 7:00 a.m. – 3:30 p.m. |
| 3) Sanitation Department | 7:00 a.m. – 5:00 p.m. |
| 4) Maintenance Shop | 7:00 a.m. – 3:30 p.m. & 8:00 a.m. – 4:30 p.m. |
| 5) Recreation Bus Driver | 8:30 a.m. – 5:00 p.m. |
| 6) Security Guard | 3:00 p.m. – 11:00 p.m. |

(a) No person will leave the job site for lunch until 12:00 noon

(b) Each employee will be back on the job at 1:00 p.m.

C) No person will leave the job site to return to the Public Works Building until the following designated times, or unless he/she is designated to do so by his/her supervisor:

- | | |
|--------------------------|-----------|
| 1) Road Department | 3:00 p.m. |
| 2) Recreation Department | 3:00 p.m. |
| 3) Maintenance Shop | 4:00 p.m. |
| 4) Sanitation Department | 4:30 p.m. |

(However, said individuals shall not leave until 5:00 p.m. and shall perform additional duties as directed by the Supervisor during said time period.)

Note: During twice per week collections in the summer, sanitation employees' regular workweek may be scheduled within the period of Monday through Saturday.

- D) All employees shall be required to work a reasonable amount of overtime (up to 2 hours) to finish a job that creates a health or safety hazard to residents, unless excused by a foreman. ~~A foreman will be available during these times.~~ *A designated management representative will be available by telephone.*
- E) The regular hours of work (as listed above) shall not be changed except as required under emergency conditions or agreed upon by both parties.
- F) For pay purposes, the workweek is from 12:01 a.m. Monday to 12:00 midnight Sunday.
- G) Employees shall be entitled to a 15-minute break period in the morning and a 15-minute break period in the afternoon. Said break periods will occur on the job site. No morning

breaks shall be taken before 9:30 a.m. or after 10:00 a.m. and no afternoon breaks shall be taken before 3:00 p.m. unless approved by a foreman. No Township vehicle shall be used to transport employees to and from home, coffee shop, or restaurant or place of eating and drinking. One person may be permitted by the foreman to obtain coffee, liquids and food for the coffee break. Signing out of vehicles being used not in the normal course of duties shall be required and usage will only be allowed after receiving approval from the foreman or supervisor. Usage will only be allowed for purposes that will benefit the municipality (i.e. test-taking for CDL licenses, etc.)

ARTICLE VIII

Seniority

- A) Seniority is defined as an employee's total length of service with the Township, beginning with his original date of hire.
- B) An employee who leaves the service with the Township shall accrue seniority credits in accordance with Civil Service Rules and Regulations.
- C) If a question arises concerning two or more employees who were hired on the same date, preference shall be given to alphabetical order of the employee's last name.
- D) The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of same to the Union upon reasonable request.
- E) Seniority Log

- 1) The Supervisor will establish an overtime Seniority Log Book showing employees names and title and date of hire.
- 2) When overtime is offered, the supervisor will use the logbook to offer overtime accordingly.

i.e.:

Date of Hire	Name	Title	Last Worked
8/12/78	M. Jones	Laborer	Refused 8/30
9/1/79	B. Smith	Laborer	8/30
9/3/79	J. Todd	Laborer	9/1/01
11/4/80	G. Kelly	Laborer	Refused 9/1/01
6/1/81	M. Block	Laborer	9/1/01
12/3/81	D. Brown	Laborer	

(D. Brown is next for overtime. When list is exhausted, it reverts to top of the list. New employees added after the last overtime is offered shall be eligible. (Rotation list will continue in rotation for anyone who is on the list as of the day work is required.) There is only one list for both time and one-half and double time overtime.)

- 3) When the supervisor is unable to obtain workers in his/her department for overtime, the supervisor shall call other department supervisor to fill the overtime vacancy.
- 4) When the supervisor is unable to obtain overtime in the existing title, the supervisor will move to the next higher title for the overtime needs (i.e., truck driver). Each department shall keep their own logbook.
- 5) There shall be an overtime logbook for each title and the Union representative shall have

the right to review the logbook on verbal request.

- F) Except as otherwise provided by law, in cases of promotions, provisional promotions, demotions, layoffs, recalled vacation schedules or situations where substantially better working conditions are involved, an employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved. Wherever possible, the Township agrees to promote from within the bargaining unit rather than hire from outside.
- G) In the event any function of the Public Works or Parks & Recreation Departments are eliminated by way of contract with a third party which results in layoffs or loss of employees, said layoffs shall be in accordance with Department rules and regulations.

ARTICLE ~~IX~~ IX

WAGES

A. Effective January 1, 2009, the employees covered by these terms and conditions shall receive salary as set forth in the attached Schedule A ^{covering} 2009, 2010, 2011, with a 0% raise each year, for the length of this contract, ending December 31, 2011. *Salaries shall be paid weekly by electronic direct deposit.*

B. New or additional employees hired during the term of this Agreement shall be governed by the ~~above~~ pay scales.

Attached.

C. An employee who has been working continuously from the start of his normal work day and works beyond 6:30 p.m. shall receive a meal allowance automatically through payroll as per the listing below. No receipt is required. Payment will be treated as payroll and taxable. An additional meal allowance in the following amounts shall be provided for each additional 8-hour shift of continuous work. ~~(Employee reimbursement)~~

2009	\$10.00
2010	\$12.00
2011	\$12.00

Reimbursement will not be made if Township provides meals to employees.

D. The parties agree to commence negotiations within (10) days after the creation of a new job title covered by this Agreement for the purpose of establishing a wage for that title.

E. An employee who performs work in a higher paid classification than his own shall be paid at the higher rate for all work performed at the higher pay classification of said higher pay classification hours worked are in excess of four (4) hours during the normal work week.

AND

F. Mechanics are required to furnish their own tools or equipment. All tools shall be the sole responsibility of such workman who shall maintain such tools under lock and key when not in use. Mechanics shall be provided with a four hundred dollar (\$400.00) per annum allowance to be paid by December 31st for tools for the term of the contract, *except for 2010 only the payment shall be \$200.00.*

G. It is agreed that full time permanent Senior Citizen Bus Driver will be paid driver wages in accordance with the other union employees.

As salaries etc

ARTICLE X
Overtime

- A) An employee's regular hourly compensation rate will apply to all work up to forty (40) hours in a weekly pay period.
- B) Overtime is defined as any hours worked beyond eight (8) per day or forty (40) hours per week except Sanitation that shall be after ten (10) hours per day and is granted only when directed by a supervisor.
 - 1) Time and one-half shall be paid for work under any of the following conditions:
 - a) All work after eight (8) hours per day/ten (10) hours for Sanitation.
 - b) All work after forty (40) hours per week in one week. Those hours for which time and one-half (1-½) or double time is paid shall not be included in the forty (40) hour base work period.
 - c) Those employees whose regularly scheduled shift of duties requires them to work on a holiday shall receive double time pay for the hours worked plus holiday pay.
 - d) All work performed on scheduled day off.
 - 2) Double time shall be paid for work under any of the following conditions:
 - a) Work performed on a Sunday
 - b) All work performed in excess of 16 consecutive hours
- C) Insofar as practicable, overtime shall be distributed as equally as possible among employees within the same job classification and within the same department. Overtime will be rotated with the most senior employees being given the opportunity of working such overtime. The least senior qualified employees may be required to perform the necessary overtime work.
- D) The Township shall provide a list of employees with overtime worked upon reasonable request by the Union.
- E) Overtime shall be paid currently or at least no later than the second pay period after the overtime was performed, or the first pay period after return from vacation.
- F) No employee shall have his work shift, workday, or workweek changed for the purpose of avoiding overtime.
- G) All paid time off (such as vacation time, holidays, sick time and personal days) shall be considered time worked for the purpose of computing overtime pay.

ARTICLE XI

Call In Time

- A) Any employee who is requested to, and does, return to work during periods other than his regularly scheduled shift shall be guaranteed pay for three (3) hours at time and one-half (1-½) his normal rate of pay, regardless of the number of hours actually worked.
 - 1) Anything to the contrary herein notwithstanding, the least senior qualified employee may be required to perform call-in work on a rotating basis in classification.
- B) If the call-in period exceeds three (3) hours, the additional time will be paid at the rate of time and one-half.
- C) Nothing contained in this Agreement to the contrary notwithstanding, employees called in to work during the periods other than his or her regularly scheduled hours shall be compensated as of the time he or she is called, if he or she actually reports for duty within one hour of the time of the call. If the employee(s) report for work at some time later than one hour from the time of the call, compensation shall be for the period commencing with the time the employee(s) reported for work.

ARTICLE XII

Longevity

A) Longevity will be paid to all full time employees who have maintained a continuous work record with the Township as follows: ~~as follows:~~

Longevity Schedule		Base salary is increased by:
10 years & one day	To 15 years	\$600 (six hundred dollars)
15 years & one day	To 20 years	\$500 (five hundred dollars)
20 years & one day	To 25 years	\$1,000 (one thousand dollars)
25 years & one day	To 30 years	\$500 (five hundred dollars)
30 years & one day	Over	\$500 (five hundred dollars)

Longevity is paid on the employee's anniversary date that is the employee date of hire and is included in the employee's base salary. Longevity is paid only one (1) time in each of the four (4) groups listed above, not each year.

1. This provision shall not apply to any employee hired on or after January 1, 2011.

ARTICLE XIII

Holidays and Personal Days

A) The following shall be paid holidays for all employees covered under this Agreement:

New Years Day	Thanksgiving Day
Martin Luther King's Birthday	Friday after Thanksgiving
President's Day	Christmas Eve Day
Good Friday	Christmas Day
Memorial Day	Columbus Day
July 4 th	Floating Holiday
Labor Day	

B) Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated on the following Monday (those listed above).

C) Employees having worked two (2) years for the Township shall be entitled to:

1. One (1) personal day off with pay that may be used for personal business provided he has given the Supervisor advance notice. Employees who have worked for the Township more than five (5) years shall be entitled to three (3) personal days with pay. Advance notice shall be a minimum one (1) day for each day off requested. Under emergency situations, the Director of Public Works or the Director of Parks and Recreation or their designees may waive the advance notice.

D) In order to receive holiday pay, the employee shall work the day before and the day after the holiday.

E) All paid time off (such as vacation time, sick time and personal days) shall be considered time worked for the purpose of computing holiday pay.

F) Holiday pay for Sanitation is considered to be ten (10) hours. Holiday pay for Roads & Parks is considered to be eight (8) hours.

G) Personal/floater days will be computed in hours for payroll purposes.

ARTICLE XIV

VACATION

A. Employees shall be entitled to the following paid vacation time:

Up to one year	One day per month for each month of service
Completion of one year & one day to seven years	twelve working days
Completion of seven years & one day to sixteen years	fifteen working days
Completion of sixteen years & one day to twenty years	twenty working days
Completion of twenty years & one day to twenty-five year	twenty-one working days
Completion of twenty-five years & one day and above	twenty-three working days
Completion of Thirty year & one day	twenty-five working days

B. Vacation time will be computed in hours for payroll purposes.

C. Vacation pay shall be provided to the employee before the start of the vacation provided the vacation being taken is a minimum of one (1) week.

D. Vacations will be given on a seniority basis. All employees shall submit in writing three (3) weeks in advance of the time they wish to be on vacation, The Township shall control the number of employees to be off at any given time. Any single vacation day needed will be requested twenty-four (24) hours in advance.

E. Any unused vacation time shall be paid to the employee upon separation of employment. Said vacation time to be paid prorated for the year.

F. Accumulation of annual vacation leave from year to year may be permitted. However, the accumulated time shall not exceed eighty (80) hours and must be utilized in the year succeeding its accumulation or will be lost.

ARTICLE XV

Sick Leave

- A) Employees shall be entitled to the following number of sick days with pay:
- 1) During the first (1st) calendar year of employment, sick days shall be earned at the rate of one sick day per month of employment up to December 31st of that calendar year.
 - 2) For each subsequent calendar year, the earned sick leave shall be fifteen (15) sick days, effective January 1st of that year.
- B) Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness that prevents his doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family (as defined) who is critically ill and the presence of the employee.
- C) Immediate family is defined to include mother, father, mother-in-law, father-in-law, brother, sister, spouse or significant person living in the household, children or foster children, grandmother, and grandfather of the employee.
- D) Sick time shall be called in on each day of illness no later than one (1) hour after the designated starting time.
- E) If an employee is absent on sick leave for more than three (3) consecutive working days, the Township may require proof of illness from a physician. In addition, proof of illness may be required at any time in cases where a pattern of abuse exists.
- F) If an employee reports for work and works any portion of his normal shift and then leaves work for reasons of illness, he will be charged sick time for all unworked hours on an hour for hour basis.
- G) Sick leave may be accumulated without limit during each employee's length of service.
- H) An employee may use accumulated sick leave for personal illness, illness in the immediate family that requires his attendance upon the ill person, death in the immediate family, quarantine restrictions, or disabling injuries.
- D) Each employee shall have the option to sell back to the Township up to eighty (80) unused sick time hours per year, subject to the following:
- 1) The employee must have at least 120 hours of sick time remaining available for use as of December 31st after the days sold back are subtracted.
 - 2) The sell back request must be submitted in writing between November 15th and December 1st.
 - 3) Only unused sick days from the current year allotment are eligible to be sold back.
 - 4) The Township shall make payment for sick days sold back no later than December 20th of the same year of the request.
 - 5) Employees who become unqualified for sick time buy back between December 20th and December 31st due to additional sick time use, shall have this money deducted from the last paycheck of that year.
 - 6) Any employee with twenty-five (25) and over years of service, can sell back up to eighty (80) hours of sick time from any year's allotment, provided fifteen (15) days remain on the books. ~~not to exceed 15,000~~
- J) Sick time will be computed in hours for payroll purposes.

- K) Upon retirement after a minimum of ten (10) years service with the Municipality, employees may sell back up to a maximum of thirty (30) days or 30% of their unused sick time, whichever is less, *not to exceed \$15,000.00*
- L) The Township agrees to allow a catastrophic event policy, the terms of which shall be by separate agreement.

ARTICLE XV

SICK LEAVE

Sick leave may be donated to
M, Add NEW; ~~We are able to donate time to other employees in agreement with the rules set forth by the Township governing such action. The rules will be as follows.~~
otherwise ^
Policy.

ARTICLE XVI

Death in family

- A) The Township shall grant at least three (3) consecutive working days with pay and a maximum of five (5) consecutive working days with pay at the Director's discretion for death in the immediate family. This leave shall not be charged against any other leave.
- B) Immediate family is defined to include mother, father, mother-in-law, father-in-law, brother sister, spouse or person living in spousal relationship, children or foster children of the employee, grandmother, grandfather, or grandchild, stepchild, step-parent, son-in-law, daughter-in-law, significant member of employee's household.
- C) The Township shall grant at least one (1) working day with pay and a maximum of three (3) working days with pay at the Director's discretion for death of grandparents of spouse.
- D) The Township shall grant one (1) working day with pay in the event of death of the employee's aunt, uncle, niece, or nephew.

Article XVII

Leave of Absence

- A) The Township in accordance with Department of Personnel regulations, statutes, and case law shall determine leaves of absence.
- B) Seniority shall be retained and shall accumulate during medical leave. However, seniority shall not be retained and shall not accumulate during any other leave.
- C) Employees granted a leave of absence will continue to be covered under the Medical Benefits Program provided the employee makes arrangement to pay the insurance premium to the Township or the insurance carrier during the leave of absence. Health coverage required to be provided by the Family Medical Leave Act shall be provided by the Township upon submission of a request under the Family Medical Leave Act and compliance with requirements.
- D) Employees who have been granted a medical leave of absence in connection with a compensable job related injury will continue to be covered under the Medical Insurance Benefits Program of the Township and the Township will pay the insurance premiums during such injury.
- E) One (1) member of the Union who is elected or designated to attend a function of the Local District, shall be permitted to attend such functions up to four (4) days per year, with pay and shall be granted the necessary time off. In addition, one (1) member of the Union shall be permitted up to five (5) days off every year without pay to attend the Union's International Convention, subject to the above notice requirements. This right of attendance shall be governed by any conditions, restrictions, or limitations contained in the International Constitution of the Union, provided said conditions do no conflict with this paragraph. Union members may receive up to one-half (½) day per member with pay per year for convention and international convention business. Proof of attendance is required.
- F) Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the armed services of the United States, or with an organization authorized to serve therein, or with the Armed Forces of this State in time of war or emergency, or pursuant to or in connection with the operation of any system of selective service. Employees having only temporary status who enter upon such active duty will be regarded as having resigned.
- G) A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties (due to either physical or mental reasons), or one who wishes to engage in an appropriate course of job-related study, or any reason considered valid by the employer, may be granted a special leave of absence without pay by the employer for a period not to exceed six (6) months. Said special leave may be extended for another period not to exceed six (6) months with the approval of the employer. Any permanent employee requesting such special leave without pay shall submit his request in writing, stating the reasons why, in his opinion, the request should be granted along with the

anticipated date of his return to duty.

- H) Employees returning from authorized leaves of absence as defined above will be restored to their original classification at the appropriate rate of pay with no loss of seniority or any other employee rights, privileges or benefits.
- I) When an employee returns from an approved leave of absence, any dues check off authorization in effect prior to the approved leave shall be reactivated.

ARTICLE XVIII

HOSPITALIZATION AND MEDICAL BENEFITS

- A. The Township agrees to maintain the same or better coverage of medical / hospitalization plan (medical, dental, and prescription) for all employees covered under this contract, for the length of this contract.
- B. The Township agrees to provide all employees with the option of either.
- 1) Dental, optical and prescription coverage through the South Jersey Public Employees Health and Welfare Fund. The Township shall pay the total cost of such coverage provided said costs do not exceed \$1000.00 in 2010 and 2011.
- or
- 2) Employees may subscribe to Township ODP at 50% co-pay (State Health Benefits Package).
- C. The employee may change from one option to another provided it does not cause an overlap in payments by the Township.

Article XIX

Workers' Compensation

- A) When an employee is injured on duty, he/she shall receive Workers' compensation due him/her plus the difference between the amounts he/she received as compensation for temporary disability and his/her normal salary during the period of said disability, the difference to be paid at the discretion of the Township.
- B) The employees shall reimburse the Township for any additional monies received pursuant to paragraph A from a third party action of judgment up to the amount paid to the employee, with the exception of the township as a defendant without waiver of Township's compensation rights.
- C) An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day.

ARTICLE XX

UNIFORMS

A. By January 31st of each year, each employee shall be authorized to purchase uniforms at a cost of \$400 from an approved vendor. Each employee is responsible for the maintenance of the uniforms.

→ except that for 2010 only the amount shall be \$200.00.

B. In addition, all employees will receive up to \$200.00 per year for work shoes for the years 2010, and 2011. Said work shoes must be approved steeled toe boots or steel toed sneakers. Reimbursement for work boots will be made at any time during the year by submission of a receipt. Steel toe work shoes may also be ^{OK} purchased at Ricky's Army Navy Store using the voucher system with no money being either put out by the employee or reimbursed if the voucher system is used.

C. The uniforms shall be worn by the employee at work. Otherwise, the employee will be sent home and lose a day's wages.

Article XXI

Discipline and Discharge

A) Employees shall only be disciplined and/or discharged for just cause and in Accordance with ~~Department of Personnel~~ ^{Civil Service Commission} Rules and Regulations.

B) Employees shall be entitled to notice and a hearing as to any contemplated disciplinary action. The notice shall specify the violations and the facts which constitute and support said violations and said notice shall be served upon the employee by certified mail or in person. The hearing shall be conducted by the Township official in an impartial and fair manner with the employee being given the opportunity to hear the evidence against him to cross-examine any witnesses and to present evidence on his behalf. If the employee is dissatisfied with the decision of the Department Heard, the employee may appeal to the Township Manager for a ~~Department of Personnel~~ ^{Civil Service} de novo hearing. Any punishment or discipline that is not appealable to the ~~Department of Personnel~~ ^{Commission} shall not be a grievable item, except as otherwise provided herein. Any disciplinary matter appealable to the Department of Personnel is not a grievable item.

Article XXII

Grievance Procedure

A) For the purpose of this contract, a grievable matter shall be understood to be a breach, misinterpretation, or improper application of the terms of this contract or a denial of legal right, except where jurisdiction has been granted to the Department of Personnel.

Step 1: (a) The aggrieved person in Public Works shall submit his grievance in writing to the General Foreperson, and in Parks & Recreation to the Department Foreperson within thirty (30) working days of the incident.

(b) The Foreperson will answer appeal to the Director of the Department within thirty (30) working days after the expiration of Step 1.

Step 2: (a) The aggrieved person may appeal to the Director of the Department within thirty (30) working days after the expiration of Step 1.

(b) The Director of the Department will answer or settle the matter within thirty (30) working days after the receipt of the grievance.

Step 3: (a) The grievant may appeal to the Township Manager within thirty (30) working days after the expiration of Step 2.

(b) The Township Manager or its representative(s) shall meet with the grievant within thirty (30) days of receipt of the grievance.

(c) The Township Manager or representative(s) shall answer or settle the matter within thirty (30) working days after hearing the grievance.

Step 4: (a) If the grievance involves a non-disciplinary matter, the grievant may appeal to an advisory arbitrator within (10) days after the expiration of Step 3. The arbitrator shall be selected in accordance with the rules of P.E.R.C. Within thirty (30) days after the arbitrator's advisory decision is made, Council shall meet and consider the decision and advise the grievant of its decision within five (5) working days thereafter.

(b) If the grievance involves disciplinary action resulting in punishment of a suspension of at least three (3) days and not more than five (5) days, the grievant may appeal to Council within ten (10) working days after the expiration of Step 3. Within thirty (30) days, Council shall meet and consider the grievance and advise the grievant of its decision. The grievant may then appeal within ten (10) working days to a binding arbitrator who shall be selected and who shall decide the grievance in accordance with P.E.R.C. rules.

B) Disciplinary action resulting in punishment of less than three (3) days suspension shall not be subject to any arbitration proceeding.

- C) The arbitrator shall have no authority to add to, subtract from, or otherwise modify the terms and conditions of this Agreement.
- D) The cost of the arbitrator shall be borne by the Township and the Union equally. Any other cost shall be borne by the party incurring it.
- E) If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

Article XXIII
Posting of Vacancies

- A) At least ten (10) days prior to filling any vacancies to existing positions or to newly created positions, the Township agrees to post said vacancies on the Union Bulletin Board.
- B) Management agrees to send notice to any employee who is out on vacation, sick, or on worker's compensation, and is not scheduled to return to work during the time notice is to be posted.

ARTICLE XXIV

GENERAL PROVISIONS

- A. All employees shall be supplied with accurate job descriptions.
- B. Employees shall not be required to perform work outside of their normal duties on a regular basis.
- C. The Employer agrees to keep an accurate, up-to-date record of unused vacation time and sick time for all employees and to post it quarterly if it is not provided on the weekly paycheck,
- D. The Employer agreed to provide the following;
- 1) A locker for each employee
 - 2) Drinking water and hot shower(s) in the Public Works Building.
 - 3) Sanitary eating facilities in the Public Works Building.
 - 4) Bathroom facilities will be provided in the Public Works Building.
- E. It is agreed that a representative of the Employer and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party and a precise agenda will be established.
- F. Each employee may review the contents of his/her file upon request. A Union representative may accompany said employee while he/she reviews his/her file. The employee shall have the right to respond to any document in his/her personnel file within ten (10) working days of its receipt by the employee. Such response shall be directed to the appropriate party and shall be included in an employee's file.

G. Upon approval of the Agreement, all warnings and reprimands and all corrective actions over twenty-four (24) months old shall be deleted from the employee's personnel file, ^{upon the request of the employee,} provided there are no subsequent reprimands, warnings, corrective and/or disciplinary actions in the file. When a corrective action is removed from the file, all references to the corrective action in other documents in the file will also be deleted.

H. All official personnel files shall be maintained in the Township Manager's Office and be available for inspection by the employee upon request. Said request shall be made at least 72 hours in advance by use of the proper form, during normal business hours and the employee may have a Union representative accompany said employee, No records shall be removed from the file, but may be copied.

Article XXV
Union Business and Visitations

- A) The Shop Steward or his designee, during working hours and without loss of pay, after notifying his or her supervisor may:
- 1) Investigate and confer on grievances and disciplinary actions not to exceed two (2) hours in any working week (said two (2) hours may not be per person).
 - 2) Post notices on the Union Bulletin Boards.
 - 3) Meet and confer with representatives of Council 71 on the Township's premises.
 - 4) Time periods are as listed above unless additional time is authorized by the Employer.
- B) Representatives of Council 71 may enter the Township's premises for the purpose of investigation and/or conferring on grievance, contract negotiations and disciplinary actions. Such visitations shall only be allowed after the supervisor of the particular work location is notified of the visit.
- C) Whenever any employee of the Township who is a representative of the Union is mutually scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or to be charged for sick leave or vacation time.

Article XXVI
Union Rights

- A) A list of new hires within the bargaining unit will be furnished to the Union within thirty (30) days after they have been hired. The list will include the name, address, job title, salary, and date of hire.
- B) The Employer will provide the Union with an up-to-date seniority list by January 31st of each year.
- C) Representatives of the Union may be permitted to transact union business on the premises with a meeting room at all reasonable times, provided that this shall not interfere with or interrupt normal operations of the service. This shall include the following:
 - 1) The right to distribute information dealing with Union business before and after work with a five (5) day notice to the Township Manager.
 - 2) The right to hold Union meetings during lunch hour or break times, as well as, before or after work with a five (5) day notice to the Township Manager.
 - 3) The use of the interoffice mail system.
 - 4) The allocation of reasonable space for the storage and display of literature and resources pertaining to Union business.
 - 5) Accessible and prominent space in each building housing Union employees for Union Bulletin Board or use of existing bulletin board.
 - 6) Conduct scheduled Union meetings on the premises with ten (10) day prior notification for availability or a room to the Township Manager.
- D) The Township Manager or designee shall notify the Union President or designee in writing no later than the close of business the following work day when:
 - 1) A summary report for disciplinary action is submitted.
 - 2) An annual increment is denied.
 - 3) A formal corrective action is presented.
 - 4) A worker is sent home for the day.
 - 5) An administrative level disciplinary hearing is to be conducted.
 - 6) When an employee is discharged or suspended.
 - 7) An employee is questioned by Management in anticipation of possible disciplinary action.

Article XXVII
Equal Treatment

- A) All employees shall be treated equally regarding terms and conditions of employment and, there shall be no discrimination on account of race, religion, color, sex, age, nationality, marital status, political affiliation, union membership or union activities.

Article XXVIII
Reduction in Workforce

- A) There will be no reduction in the overall workforce during the term of the Agreement for other than economic reasons. This is not to restrict the Township from terminating an employee for just cause pursuant to the terms of this contract and the Department of Personnel Rules and Regulations.

Article XXIX
Safety and Health

- A) The Township shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools, or devices that may be reasonably necessary to insure their safety and health.
- B) Hepatitis vaccination will be offered to all members of the Union. Employees not wishing to receive said vaccination shall sign a waiver of rights to be provided by the employer. New employees will be offered hepatitis vaccinations after thirty (30) days unless State Health Regulations designate otherwise.
- C) No employee will perform any extraordinary duties that may be perceived to be hazardous (i.e., tree-climbing) unless they have received proper training in the activity and have the appropriate tools, clothing, and footgear.
- D) In snow emergency situations, a minimum of two (2) AFSCME Bargaining Unit mechanics shall be on duty at all times that mechanics are required.

Article XXX
Transportation

- A) The Township will, if possible, supply a vehicle to be used for transportation to/from schooling, seminars, and other assignments where an employee is sent. If a vehicle is not available, and the employee must use his own vehicle, the Township will reimburse the employee at the federal rate. This amount includes the cost to the employee of fuel, insurance, vehicle wear and tear, and preventative maintenance.

Article XXXI
Jury Duty

- A) An employee who is summoned to serve jury duty on any grand or petit jury shall be paid in full by the Township based on a forty (40) hour week at straight-time. Any checks received by the employee for jury duty shall be turned over to the Township in recognition that they have been fully compensated. No reimbursement of wages shall be made for jury duty served on holidays and vacations.
- B) Upon receipt of a summons for jury duty, the employee shall immediately notify the Township.
- C) In order to receive compensation while on jury duty, the employee must comply with the following conditions:
 - 1) The employee must notify the Township immediately upon receipt of a summons for jury service.
 - 2) Whenever jury service is completed prior to 1:00 pm, the employee is required to telephone the Department Director and to report to work if requested.
 - 3) At the request of Management, written proof must be presented of the time served on jury duty.
 - 4) The jury compensation check must be turned into the Municipality.

Article XXXII
Military Service

In the event that any employee volunteers for, is drafted, or is otherwise called into active military service in the Armed Forces of the United States, such employee shall not, during the period of such service, lose any seniority rights, as herein provided. Upon discharge from the Armed Forces, the employee shall be offered his former position, or one of like status, provided that he/she:

- 1) Received a certificate of Honorable Discharge.
- 2) Is still qualified to perform the duties of his position,

And

- 3) Has applied for reinstatement within ninety (90) days after discharge.

In the event that any employee is a member of a Reserve Unit of the Armed Forces of the United States, or of the National Guard, and is required to serve on maneuvers or at summer camp, the Township shall supplement the gross military pay with an amount sufficient to equal the gross pay for the normal job classification. Such supplemental pay shall not exceed a period of two (2) weeks in one (1) calendar year. All applicable federal and state laws shall supercede the language of this Agreement in the event of any inconsistency.

Article XXXIII

Contracting and Subcontracting of Public Work

During the term of this Agreement, the Township may contract out or subcontract any public work performed by the employees covered by this Agreement, which may mean the layoff of any employee covered by this Agreement.

Article XXXIV
Printing of Agreement

The Township shall be responsible for having this Agreement reproduced in sufficient quantity to be distributed to all employees in the Bargaining Unit during the term of this Agreement. The copies of the Agreement shall be made available to the Union no more than thirty (30) days after the signing of the Agreement.

Article XXXV
Fully Bargained Agreement

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that 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 XXXVI
Separability and Savings

- A) Each and every cause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be in violation shall be deemed of no force and effect and/or therein of paragraph in which the offending language may appear.
- B) In the event any clause or clauses are determined to be in violation of any law, the parties agree to commence negotiations within ten (10) working days of such determination relative to the invalidated portion only.

Article ~~XXXVII~~
MOTOR VEHICLE LICENSES

A. All personnel not required to possess a CDL, class A / B or Omnibus license in the regular performance of their duties, who acquire said licenses and agree to be called on to perform services in a n emergency which require said licenses, shall receive an additional annual compensation of \$400.00 dollars, for class A licenses, \$300.00 dollars for class B licenses, and \$200.00 dollars for the Omnibus license. This additional compensation shall not be added to the base salary. —

1:3 see page 48A.
B. All employees required to possess a CDL class A license will receive \$ 400.00 dollars, and \$300.00 dollars for class B licenses, subject to the provisions listed above in paragraph A. This compensation shall be added to their base salary beginning January 1st 2009 and continued annually.

C. All employees required to posses an Omnibus licenses will receive \$200.00 dollars subject to the provisions listed in paragraph A (those possessing class A and the Omnibus licenses will receive \$600.00 dollars total. Those possessing class B amd Omnibus licenses will receive \$500.00dollars total. Class A and B can not be combined they are to be one or the other.) This compensation shall be added to the base salary and continued annually. This provision will take effect January 1st 2009.

D. See page 48A,

MOTOR VEHICLE LICENSES

- A) All personnel not required to possess a CDL or Omnibus license in the regular performance of their duties, who acquire said license(s) and agree to be called upon to perform services in an emergency which require said licenses, shall receive an additional annual compensation of \$300 for the CDL license and \$200 for the Omnibus license. This additional compensation shall not be added to the base salary.
- 1) Anyone receiving said compensation is subject to all applicable rules and regulations regarding said license holders. If the CDL or Omnibus license is revoked at any time during the year or, the employee refuses to utilize his license for the benefit of the municipality when requested, shall be immediately removed from the list and the prorated amount of compensation shall be discontinued from the employees pay.
 - 2) In order to qualify, the employee must submit copies of his licenses to their department head by January 1st of the applicable year and indicate in writing his willingness to be called in for emergency work that utilizes said licenses. Employee will be paid at the rate of pay for said job description, subject to the other provisions of this contract. Employees must be approved for driving in the designated capacity by Township's insurance carrier. Drivers are subject to random drug testing as required by law should they accept funds for additional motor vehicle licenses.
- B) All employees required to possess a CDL license will receive \$300, subject to the provisions listed above in A-1 through A-2. This compensation shall be added to their base salary beginning January 1, 2005 and continued annually.
- C) All employees required to possess an Omnibus license will receive \$200, subject to the provisions listed above in A-1 through A-2. (Those possessing both licenses would receive \$500 total.) This compensation shall be added to the base salary and continued annually. This provision will take effect January 1, 2005.
- D) This compensation is a one-time addition to the base salary that shall be continued annually. Those who become eligible in subsequent years shall comply with the provisions of A-1 through A-2 as listed above.

SCHEDULE A

SALARY INCREASE - AFSCME

PUBLIC WORKS DEPARTMENT

	2005	2006	2007	2008
Roads				
Laborer	\$ 33,081.58	\$ 34,404.84	\$ 35,781.03	\$ 37,212.27
Truck Driver	\$ 35,306.40	\$ 36,718.66	\$ 38,187.41	\$ 39,714.91
Equipment Operators	\$ 38,300.35	\$ 39,832.36	\$ 41,425.65	\$ 43,082.68
Sanitation				
Laborer	\$ 34,305.35	\$ 35,677.56	\$ 37,104.66	\$ 38,588.85
Truck Driver	\$ 35,306.40	\$ 36,718.66	\$ 38,187.41	\$ 39,714.91
Mechanic	\$ 39,839.91	\$ 41,433.51	\$ 43,090.85	\$ 44,814.48
Custodial Workers	\$ 35,221.23	\$ 36,630.08	\$ 38,095.28	\$ 39,619.09
Parks and Recreation Department				
Laborer	\$ 33,081.58	\$ 34,404.84	\$ 35,781.03	\$ 37,212.27
Truck Driver	\$ 35,306.40	\$ 36,718.66	\$ 38,187.41	\$ 39,714.91
Bus Driver	\$ 35,306.40	\$ 36,718.66	\$ 38,187.41	\$ 39,714.91
Equipment Operators	\$ 38,300.35	\$ 39,832.36	\$ 41,425.65	\$ 43,082.68
Step Increases				
An employee upon serving two years and one day will receive an additional \$200.00 added to their base annual salary. An employee upon serving five years and one day will receive an additional \$200.00 added to their base annual salary.				

The parties agreed to freeze wages at the 2008 level for 2009, 2010 and 2011.

Article XXXIII
Contracting and Subcontracting of Public Work

During the term of this Agreement, the Township may contract out or subcontract any public work performed by the employees covered by this Agreement, which may mean the layoff of any employee covered by this Agreement.