

AGREEMENT

BETWEEN

TOWNSHIP OF LOWER ALLOWAYS CREEK

AND

COMMUNICATION WORKERS OF AMERICA
LOCAL 1034

JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

**LAW OFFICES OF:
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PREAMBLE

THIS AGREEMENT, entered into this _____ day of _____ 2005 by and between the Township of Lower Alloways Creek in the County of Salem, a Municipal Corporation of the State of New Jersey (hereafter referred to as the “Township” or “Employer”), and the CWA (hereafter referred to as the “Union”) for the purposes of establishing wages, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of disputes and grievances pertaining thereto and represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I
RECOGNITION

A. The Township hereby recognizes the Union as the exclusive representative for collective negotiations as follows:

Included: All regular employed blue-collar employees of the department of public works; lunch program cook, police dispatchers, records coordinator employed by Lower Alloways Creek Township.

Excluded: All managerial executives, confidential employees, and supervisory employees within the meaning of the Act; professional employees, craft employees, police, casual employees, temporary employees and all other employees.

B. Part-time employees who are regularly scheduled to work more than twenty (20) hours per week are entitled to pro-rata benefits except medical insurance. All other part-time employees shall not be entitled to any contractual benefits unless specified otherwise in the contract, except food service workers shall be entitled to personal days only.

C. Temporary (i.e. seasonal) employee shall be defined as working six (6) months or less in a calendar year.

D. Full time Dispatch and Records Coordinator will enjoy all existing benefits from 2002/2003 police contract, unless specified in this agreement.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States including, but without limiting the generality of or foregoing the following rights:

1. The executive management and administrative control of the Township government and its properties and facilities and activities of its employees 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 reasonable rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose 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 is recognized, except as such rules and regulations contradict the collective bargaining agreement.

4. To hire all employees, whether permanent, temporary or seasonal; and to promote, transfer, assign or retain employees in positions within the Township.

5. To set rates of pay for temporary, seasonal employees who are not covered under this Agreement.

6. To suspend, demote, discharge or take any other appropriate action against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Township from contracting out any work.

8. To lay off employees by seniority and/or ability to do the work in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, codes of conduct and practices in the 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 of New Jersey and of the United States.

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

D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights. No grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Township or any of its authorized managerial executives or supervisory personnel.

ARTICLE III

UNION RIGHTS

A. Access to Workplace. Union representatives shall have access to employee work areas to investigate grievances and for the other purposes related to Union representation with permission of Department Head or designee whose approval shall not be unreasonably denied.

B. Union Bulletin Boards. The Employer will provide a bulletin board in each building where employees report or clock in for work, in a centrally-located work area, to be used exclusively by the Union for notices and other information to employees.

C. Furnishing of Personnel Information. During the first week of each month, the Employer will furnish to the Local President a list of all new hires, terminations, and title changes within the bargaining unit during the previous calendar month. Home addresses for new hires will be included. In addition, updated home addresses, job titles, and salary data will be furnished periodically, upon request, for employees represented by the Union.

D. Leave for Union Business. Upon official request by the Union, employees shall be permitted to take time off without pay to attend conferences, meetings, workshops, or other activities related to union representation, subject to reasonable operational requirements of the Employer. In addition, any employee who is elected or appointed to an office in the Union may be granted an unpaid leave of absence with no benefits to serve in such office. Requests for Union leave shall not be unreasonably denied.

E. Release Time for Labor-Management Meetings and Negotiations. No employee who serves as a Union representative shall suffer loss of pay or benefits for attending any labor management, grievance or contract negotiations meeting agreed upon by the Employer.

ARTICLE IV

NON-DISCRIMINATION AND MUTUAL RESPECT

Non-Discrimination

A. The Employer and the Union agree that there shall be no discrimination against any employee because of race, union or non-union activity, creed, color, religion, sex, national origin, domestic partnership or political affiliation.

Mutual Respect

B. The Employer and the Union shall each endeavor to insure that all dealings between them are characterized by mutual responsibility and that all employees and representatives of the parties are treated in accordance with accepted standards of courtesy and respect for individual dignity.

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 absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and to 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 in law or in equity for injunction or damages, or both, in the event of such breach of the Union or its members.

ARTICLE VI

HOURS OF WORK

Work Schedules. Full-time workweeks shall be 40 hours. Work schedules for full-time employees shall be as follows:

(a) Police Dispatchers shall have rotating shifts of 8 hours each, 10 p.m. to 6 a.m., 6 a.m. to 2 p.m., and 2 p.m. to 10 p.m., comprising 20 work days in each four-week cycle. Employees will be relieved of their duties for meals and brief rest breaks as needed.

(b) The Police Records Coordinator shall work from 6:30 a.m. to 2:30 p.m., with a one-hour paid lunch break, Monday through Friday.

(c) Employees in the Public Works Department, other than those assigned to the Sanitation Detail, shall work from 7 a.m. to 3:30 p.m., Monday through Friday, except that summer hours shall be from 6:00 a.m. to 2:00 p.m. with no lunch. During each shift employees will be entitled to a half-hour unpaid lunch break and two 15-minute paid rest breaks.

(d) Employees who are assigned to the Sanitation Detail shall work 7 a.m. to 3 p.m., Monday through Friday, except that summer hours shall be from 6 a.m. to 2 p.m. Employee will have a half-hour paid lunch break during each shift.

(e) Summer hours shall be observed for Public Work employees beginning with the first Monday in May and continuing until the first Monday in October.

Designation of Workweek. The workweek for the Police Department shall commence at 10:00 p.m. on Monday. The workweek for other Township employees shall commence at 12:00 Midnight on Saturday morning.

(a) Employees who are not excused from work but are nonetheless prevented from getting to the job because of emergency conditions shall be permitted to use personal leave, vacation, or compensatory time off, unless the Employer offers transportation to and from the job.

ARTICLE VII

OVERTIME

A. In the Public Works Department, overtime shall be paid for all work performed in excess of the regularly scheduled Monday through Friday workweek. In the Police Department employees shall receive the overtime rate after the completion of the standard work day. All paid time shall be counted as time worked for purposes of this section. In the case of shift workers, work days shall be measured from the beginning of the night shift on the previous calendar day. There shall be no pyramiding of daily and weekly overtime rates. Overtime shall be defined as one and one half times the employee's base hourly rate.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted on the time report and certified by the Department Head or designee.

C. During a State of Emergency declared by the Township, the Mayor can change work hours. There is no guarantee of hours employees will be required to work overtime and during nonscheduled periods when the necessities of the Township demand such work. In administering the requirement to work overtime, the Township will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

D. It is recognized that the needs of the Township may require overtime work beyond the employee's standard daily or weekly schedule and that the jobs involved must be adequately staffed by qualified employees working on an overtime basis.

E. The amount of overtime and the schedule for working such overtime shall be established by the Township and employees shall work such overtime as scheduled unless excused by the Township. Failure to report for overtime when assigned shall subject the

employee to immediate disciplinary action. Overtime shall be offered as equitably as possible to qualified employees. No employee shall be forced to work overtime if (a) another qualified employee is available to work or (b) the employee was subject to forced overtime more recently than another qualified, available employee. Overtime pay shall be in accordance with Paragraph A.

F. The Township retains the right in its discretion to call out employees with special skills to perform overtime tasks.

G. In lieu of overtime pay as set forth above, an employee may elect to receive compensatory time off in an amount equivalent to the overtime pay that the employee would have received. No employee may accumulate more than 240 hours of compensatory time off. Compensatory time off shall be taken as each employee chooses, subject to normal scheduling requirements, provided it is used within six months of having earned it.

ARTICLE VIII

VACATIONS

A. Full-time Police Department personnel hired prior to the signing of this agreement shall be entitled to the following:

1. Beginning on the employee's second anniversary the employee will be granted 14 vacation days annually as of January 1.

2. Beginning on the employee's fifth anniversary, the employee will be granted 21 vacation days annually as of January 1.

3. Beginning on employee's tenth anniversary, the employee will be granted 28 vacation days annually as of January 1.

4. Beginning on the employee's fifteenth anniversary, the employee will be granted 33 vacation days annually as of January 1.

5. Beginning on the employee's twentieth anniversary the employee will be granted 38 vacation days annually as of January 1.

B. Full-time Public Works employees and full-time police department employees hired after the signing of the agreement shall receive the following vacation allowances:

- | | | |
|----|---|---|
| 1. | 4 months through end of second calendar year | 1 day per month after 4 months of service up to 10 days |
| 2. | Completion of second year through completion of five (5) years | 10 days |
| 3. | Completion of five (5) years through completion of ten (10) years | 15 days |
| 4. | Completion of ten (10) years through completion of fifteen (15 years) | 20 days |
| 5. | Completion of fifteen (15) years | 25 days |

C. It is the policy of the Township that each employee take advantage of the authorized vacation periods for reasons of health, rest, relaxation and pleasure and, thus, extra compensation in lieu of vacation shall not be allowed unless prior authorization is obtained from the Township.

D. All vacation requests are subject to approval by management based on the Employer's operational needs, but in no event will requests be unreasonably denied. Vacation leave may be used in half-day increments, in single days, in blocks of two or more days, or in blocks of a week or more. The Employer shall provide a window period from January 1 through January 15, during which employees may (but shall not be required to) submit requests for vacation leave during the balance of the year. If, at the end of the window period, there is a conflict regarding the choice of available vacation days, employees who have submitted their requests during the window period shall be given preference according to seniority; provided, however, that in the case of a tie in seniority, preference will be given to those requests which are submitted first. In case of a scheduling conflict which arises outside the window period, preference will be given to those requests which are submitted first; provided, however, that if two or more requests are submitted simultaneously, seniority shall prevail.

E. Any employee who is on an unpaid leave of absence shall have his vacation leave for the year pro-rated for the time absent.

F. Employees can carry over 7 days each year. Additional days may be carried over only if such additional leave was not taken by reason of the pressure of business and with the express permission of the Employer. All vacation leave carried over must be used in the succeeding calendar year.

G. An employee retiring or otherwise separating except if terminated for cause shall

be paid for any accrued vacation leave that remains unused. In the case of the employee's death, payment shall be made to the estate.

ARTICLE IX

SICK & DISABILITY LEAVE

A. Sick leave is hereby defined to mean absence from post or duty because of illness, accident or exposure to a contagious disease requiring isolation or because of the need to care for a member of the immediate family who is seriously ill.

1. Full-time public works employees and full-time police department employees hired after signing of this agreement shall be entitled to ten (10) paid sick days per year.

B. At the end of 2006, employees can carry over 5 days per year with a cap of 21 days carry over.

C. An employee who has been absent on sick leave for two or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Should the Employer determine that medical evidence is necessary to verify an employee's need for sick leave, the employee will be given timely individualized notice on a case-by-case basis. Acceptable medical evidence shall consist of a note from a physician or other health care provider stating that the employee is or was unable to work due to a health condition or because of the need to care for a member of the immediate family who was seriously ill. The note shall briefly identify the condition and the relevant medical facts and shall indicate the actual or projected date that the employee is able to return to work. Although failure to produce medical verification shall not be considered a disciplinary offense per se, such failure may result in denial of sick leave unless good cause is shown. Abuse of sick leave shall be grounds for disciplinary action.

1. In all cases of reported illness or disability suffered by an employee, the

Township reserves the right for a medical physician to examine the report on the condition of the patient and report to Department Head.

D. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician and/or a Township medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

E. No employee shall be allowed to work and endanger the health and well-being of other employees. If the employee's condition warrants, the employee may be directed to take sick leave. The supervisor may direct the employee to the Township medical physician for an opinion as to the eligibility of the employee to be absent from work.

F. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care unreasonably fails to carry out the orders of the attending physician.

2. The employee is ill or disabled because of self-imposed contributory causes.

3. The disability or illness is not of sufficient severity to justify the employee's absence from duty.

4. When an employee does not report to the Township medical physician when ordered.

G. The recommendation of the Township medical physician, as well as that of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Department

Head. The Department Head reserves the right, in such cases where there is a difference of professional opinion between the Township medical physician and the personal physician, to require the employee to submit to an examination by a third doctor at Township's expense.

H. In charging an employee with sick leave, the smallest unit to be considered is one-half of a working day. If an employee who has already reported for duty is required to leave his or her duty for any of the reasons set forth above, prior to the completion of one-half (1/2) day's work, said employee will be charged one (1) full sick day. If the employee has completed more than one-half (1/2) day's duty before being required to leave, he or she shall be charged one-half (1/2) day's sick leave for that particular day.

I. Sick leave shall not be allowed for such routine medical and dental examinations. This paragraph shall not apply to treatment for serious medical conditions as defined under FMLA.

J. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or designee shall be notified as early as possible, but no later than the start of the scheduled work shift from which he is absent except dispatchers must give one hour notice. Failure to so notify the Department head or designee may be cause for disciplinary action. An employee who is absent for two consecutive days or more and does not notify his Department Head or designee or some other responsible representative of the Township on any of the first two days will be subject to disciplinary action.

K. Paid Disability Leave. Any employee with at least one year of service who is unable to work for a period of one week or more as a result of personal illness or injury, other than illness or injury which is determined to be compensable under the Workers Compensation Law, shall be entitled to full pay while absent. Benefits under this section shall begin with the

first day for which the employee has no paid sick days available and shall continue for the duration of the employee's disability; provided, however, that an employee shall not receive benefits under this section for more than 26 weeks in any 12-month period.

L. Workers Compensation Leave. In case of absence due to a work-related disability which is determined to be compensable under the Workers Compensation Law, the Employer shall make up the difference between the periodic Workers Compensation benefits, if any, and the employee's regular pay so as to insure no loss of pay for up to 26 weeks. If a Workers Compensation claim is contested, the employee may use other paid leave, including paid disability leave, with the understanding that any subsequent award of periodic benefits will result in restoration of such paid leave as may have been used in the covered period.

M. Fitness-for-Duty Examinations. Subject to applicable laws, the Employer may require an employee who has been absent because of personal illness, before returning to duty, to bring a note from his or her physician at the employee's expense indicating that the employee is capable of returning to work. The Employer may also require an employee who is actively at work to be examined by a physician designated by the Employer whenever circumstances present a legitimate question regarding the employee's fitness for duty. Such examinations shall be done at the Employer's expense.

ARTICLE X
INSURANCE

A. Health & Medical

The Township shall pay for and maintain current medical insurance coverage for full-time employees, their spouses, and unmarried children under 23 years of age provided that if said children are over 19 years of age and under 23 years of age they are matriculated in an accredited educational institution and are actively pursuing a degree or certification program. If a Township employee who has been employed by the Township for a minimum of five years dies, the surviving spouse shall be covered until remarriage. The children shall be covered until the spouse is remarried or the children emancipated.

B. Dental

The Township shall pay for and maintain current dental insurance for full-time Township employees, their spouse and unmarried children under 23 years of age provided that if said children are over 19 years of age and under 23 years of age they are matriculated in an accredited education institution and are actively pursuing a degree or certification program. If a Township employee who has been employed by the Township for a minimum of five years dies, the surviving spouse shall be covered until remarriage. The children shall be covered until the spouse is remarried or the children emancipated.

C. Eyeglasses

The Township shall pay up to two hundred dollars (\$200.00) per year, upon presentation or a paid receipt or submittal of a voucher from an optician, optometrist or ophthalmologist, for any eye examination and/or purchase of eyeglass for full-time employees. Effective upon the signing of this Agreement, Public Work employees shall enjoy this benefit for dependents, as

full-time police department employees currently enjoy. The total benefit may be used as a lump sum at any time during the life of the contract.

D. Drug Prescriptions

Effective upon the signing of this Agreement the Township shall provide insurance for a drug prescription plan with a five (\$5.00) (one \$1 prior to the signing of this agreement) dollars co-pay for generic and a twenty (\$20.00) (fifteen \$15 prior to the signing of this agreement) co-pay for brand name drugs for full-time. Township employees, their spouses and unmarried children under 23 years of age provided that if said children are over 19 years of age and under 23 years of age they are matriculated in an accredited educational institution and are actively pursuing a degree or certification program. If a Township employee who has been employed by the Township for a minimum of five years dies, the surviving spouse shall be covered until remarriage. The children shall be covered until the spouse is remarried or the children emancipated.

E. Life

Each official and employee of the Township shall be covered by such life insurance as is provided by the Public Employee's Retirement System, so long as he/she is enrolled in that system.

F. Health Insurance Following Retirement

1. Retirees shall be entitled to continue receiving employer-paid health benefits for themselves and their dependents under the following conditions:

- a. The employee has retired on a disability pension; or
- b. The employee has retired with at least 25 years of credited service in the Public Employees Retirement System; and at least 20 years

with the Township, or

- c. The employee has retired at age of 62 or older, with at least 15 years of service to the Employer.

2. A. Those retirees who are eligible for Medicare are required by state law to enroll in the full Medicare Program (Part A and Part B) in order to be covered under the Lower Alloways Creek Township Health Plan. Medicare shall be the primary payer and Lower Alloways Creek Township's plan shall be the secondary payer.

B. On the death of a retired Township employee who was entitled to health insurance following retirement, his or her spouse and dependent, who qualified under this section, shall be entitled to have those benefits maintained at the Township's expense, until remarriage. Said spouse, if eligible for Medicare, is required by state law to enroll in the Full Medicare Program (Part A and Part B) in order to be covered under the Lower Alloways Creek Township Health Plan. Medicare shall be the primary payer and Lower Alloways Creek Township's plan shall be the secondary payer.

G. Part-time employees, (those working less than thirty-six hours (36) a week) shall not be entitled to health benefits.

H. The employer reserves the right to change medical and dental insurance carriers, or self insure so long as substantially similar benefits are provided.

I. Employees with dependents employed by the Township shall be eligible for only one set of health benefits.

J. Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who takes leave

qualifying under the state Family Leave Act or the federal Family and Medical Act shall have coverage continued by the Employer during such leave.

ARTICLE XI

PERSONAL BUSINESS DAYS

A. Every full-time employee shall be entitled to six paid leave days per calendar year for personal business, except police employees hired prior to the signing of the agreement who have seven (7) personal leave days.

B. Lunch Program Workers and P.W. Records Coordinator shall be entitled to 5 paid leave days per calendar year for personal business.

C. Unused personal days shall not be carried over to the next calendar year.

ARTICLE XII

HOLIDAYS

A. All full-time employees shall receive the following holidays:

1. New Years Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Columbus Day
7. Veteran's Day
8. Thanksgiving Day
9. The Day after Thanksgiving Day
10. Christmas Day

B. If a holiday falls on a Sunday, it is ordinarily observed on the following Monday.

If the holiday falls on Saturday, it is ordinarily observed on the previous Friday.

C. An employee shall qualify for holiday pay provided he or she is in active pay status on his or her last scheduled day before the holiday and first scheduled day after the holiday. Full-time employees who qualify shall be paid for all holidays, regardless of whether they fall on a regularly scheduled work day. Part-time employees who qualify shall be paid only for holidays on which they actually work or would have been scheduled to work but for the holiday. Holiday pay shall be equivalent to the employee's usual base pay for the holiday.

D. Any employee who is on an unpaid leave of absence shall not be eligible for paid holidays which fall during the employee's leave of absence.

E. Per diem employees who work a holiday shall receive time and one half plus their regular hourly rate.

F. Employees who work on a holiday shall be paid at the rate of time and one-half for such work, which shall be in addition to the one day's pay. Work performed on Christmas Day shall be compensated at the rate of double-time in addition to the normal day's pay.

ARTICLE XIII

JURY LEAVE

A. Employees who are summoned for jury duty shall be excused from work without loss of pay for such time as may be needed. If an employee is dismissed from jury duty before the end of his or her shift, the employee shall be expected to return promptly to work, provided there would still be at least three hours remaining in the shift. An employee who is excused from work shall be required to turn over to the Employer any per diem fee received from jury duty.

1. The employee must notify his Department Head immediately upon receipt of a summons for jury service.

2. The employee may be required to submit adequate proof of the time served on jury duty.

3. If employee is performing shift work he/she will be given shift off before jury service provided such shift is immediately prior to service.

ARTICLE XIV

MILITARY LEAVE

A. General Provisions. The Employer shall provide for military leaves of absence and other rights incident to such leave as required by state and federal law, including the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301 et seq.

B. Paid Military Leave. Paid military leave shall be granted to permanent employees, together with full-time temporary or provisional employees who have at least one year of employment.

(1) In the case of such employees serving in the New Jersey National Guard, paid leave shall be limited to work 90 work days during any calendar year for Active Duty or Active Duty for Training.

(2) In the case of such employees serving in Reserve units other than the New Jersey National Guard, paid leave shall be limited to 30 work days while on Federal Active Duty.

(3) In addition to the above, the Employer may adopt rules providing for full or partial pay for employees on military leave during periods of conflict.

C. Unpaid Military Leave. Military leaves other than those set forth above shall be paid, including leave for inactive Duty Training (e.g., weekend drill) and service in the regular armed forces, except as may be provided pursuant to Paragraph B. Employees may use their vacation or administrative leave for short-term military service, but shall not be required to do so. Similarly, employees may agree to temporary changes in their work schedule to accommodate such service or to make up for missed time during the same workweek. However, such changes shall not be required.

ARTICLE XV

BEREAVEMENT LEAVE

Leave of Absence for Death in Family

A. Full-time employees will be allowed leave of absence, without loss of pay from the day of death until the day of burial, inclusive, for the following family members: father, mother, grandfather, grandmother, grandchild, current spouse, son, daughter, brother, sister, current father-in-law, current mother-in-law, current son-in-law, current daughter-in-law.

B. For uncle, aunt, nephew, niece, brother-in-law, sister-in-law, and first degree cousin, leave of absence will only be allowed on the day of funeral. Exceptions to this rule may be granted where the deceased is buried in another city or state and the employee would be unable to return in the time normally allowed.

C. The Township may require reasonable proof of such death.

ARTICLE XVI

PROBATIONARY PERIOD SENIORITY AND LAYOFFS

A. Newly hired employees shall be considered probationary employees for a period of eight months from date of hire. During the probationary period, employees may be terminated at any time without any recourse whatsoever. Any continuous service as a full-time temporary employee shall be credited as probationary status when an employee is transferred to a permanent position.

B. Upon completion of the probationary period, the employee's seniority shall be effective as of the original date of employment.

C. Seniority for purposes of this Agreement shall be defined as length of employment with the Township, beginning with the employee's date of hire, without actual interruption due to resignation, retirement, or removal except as provided below.

D. Employees who resign are expected to give 14 days notice to the Employer. A permanent employee shall be permitted to rescind his or her resignation for good cause prior to the effective date.

ARTICLE XVII

LAY-OFFS

Seniority will be utilized in determining layoffs and recalls provided the employee has the ability to perform the remaining work. The Employer shall give the Union advance written notice if lay-offs are anticipated, stating the reasons for such action.

1. Employees (in good standing) who were laid-off and subsequently rehired within 3 years will have their dates of hire for seniority purposes adjusted by amount equal to the previous period of service. Such adjustment will be made only after employee who has completed three (3) years of full-time service to the Township following his/her return.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the term and conditions of employment under this Agreement.

B. The term “grievance” as used herein shall mean an appeal of the interpretation, application, or violation of applicable policies, agreements, or administrative decisions affecting the terms and conditions of employment.

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

1. Formal grievances shall be filed by the Union in writing, utilizing the following procedures. However, nothing herein shall prevent an employee from taking a grievance informally to an appropriate supervisor or manager at any time, with or without the Union’s involvement, provided that an adjustment shall not be derogation of this Agreement or of the Union’s role as exclusive representative.

2. A grievance must be initially filed within 10 calendar days of the occurrence giving rise to the grievance or within 10 calendar days after the grievant knew or should have known of the occurrence. Thereafter, when advancing from Step 1 to Step 2 or from Step 2 to Step 3, the grievant shall have 10 calendar days from the receipt of management’s response.

3. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in

the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied and the time period to appeal by the union will be extended by an additional ten (10) days. 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.

4. An aggrieved employee shall be represented at all stages of the grievance procedure by a shop steward or other Union representative.

5. Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of regular straight-time pay, provided that permission is obtained in advance from the appropriate department head or his/her designee if time away from job is required. Permission may be denied if such request would impair the employer's operation and/or require the recall of off-duty employees.

6. There shall be no loss of pay for employees to participate in any grievance hearing or conference, either as grievants or as witnesses. Permission will not be unreasonably denied. If a grievance meeting occurs during an employee's off duty hours, no additional compensation will be given to the employee.

7. Steps may be waived by mutual consent.

Step 1. The grievance shall be taken first to an immediate supervisor, unless the matter is not within the supervisor's authority. The supervisor shall attempt to resolve the problem if possible and shall provide a written response within 7 calendar days.

Step 2. The department head shall render a decision in writing within 10 calendar days

thereafter. If requested, a conference will be provided prior to the Step 2 decision.

Step 3. If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Township Committee within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee shall respond in writing to the grievance within thirty (30) calendar days of the submission.

Step 4 Arbitration. If the Union is not satisfied with the response to the grievance at the preceding step, arbitration may be invoked by submitting a request to the Public Employment Relations Commission within 30 calendar days thereafter. Unless agreed otherwise to by the parties, the arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Commission.

(a) Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an expressed provision of this Agreement only.

(b) The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.

(c) No more than one grievance or issue may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.

(d) It is understood that arbitration is limited to the four corners of the Agreement, and the arbitrator is not to consider any past practice precedent.

(e) The arbitrator shall issue an award in writing to the parties, which shall be final and binding.

F. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be

borne equally by the Employer and the Union. Any other expenses shall be paid by the party incurring them.

ARTICLE XIX

WAGES & SPECIAL RATES

- A.
1. Effective January 1, 2004 salaries shall be improved by 4%;
 2. Effective January 1, 2005 salaries shall be improved by 4%; and
 3. Effective January 1, 2006 salaries shall be improved by 4%.
 4. All increases are retroactive to January 1, 2004 from date of ratification.
 5. The guide for the dispatchers shall be mutually developed based on the 2003 guide and shall be improved by 4% each year; effective January 1, 2004, January 1, 2005 and January 1, 2006.
 6. Dispatchers part-time hourly rate shall remain at \$12.88 per hour and the start rate for full-time shall be \$14.86 per hour and each shall be increased by 3% each year.
 7. The dispatchers guide shall incorporate 2 additional steps at the beginning of the guide as follows:

Step 1	\$30,900; and
Step 2	\$32,075
 8. The hourly wage for starting rates for corresponding titles shall be as established in the attached Schedule A.
 9. The rate as established December 31, 2003 shall be increased by 3% January 1, 2004 and 3% each year thereafter. These rates are the Schedule A rates.
 10. Rate Adjustments. The following individuals shall receive an adjustment of \$2.00 per hour effective January 1, 2005 and an additional \$2.00 per hour adjustment effective January 1, 2006.

R. Hill (current rate)	\$14.30 per hour
D. Mitchell (current rate)	\$16.30 per hour
J. Wiland Jr. (current rate)	\$16.30 per hour
 11. The adjustments are applied prior to the salary increase of 4% for each year of the adjustment.

B. Full-time Dispatchers hired prior the signing of this Agreement shall receive the following longevity payments:

1. After five (5) years of service, all regularly employed Dispatchers shall annually receive a longevity payment of two percent (2%) of said Dispatchers' base salary;

2. After ten (10) years of service, said Dispatchers shall annually receive a longevity payment of four percent (4%) of base salary;

3. After fifteen (15) years of service, said Dispatchers shall annually receive a longevity payment of six percent (6%) of base salary;

4. After twenty (20) years of service, said Dispatchers shall annually receive a longevity payment of eight percent (8%) of base salary;

5. Said longevity payments shall be paid either in lump sum or bi-weekly, at the discretion of the dispatcher.

C. **Dispatcher Telephone Allowance.** Dispatchers hired prior to the signing of this Agreement shall be entitled to an annual stipend of \$240 towards the cost of a telephone.

D. **Longevity.** All full-time Dispatchers hired after the signing of this Agreement and all full-time employees shall receive longevity bonus of \$800.00 yearly after 10 years of service after their anniversary date.

E. **Sanitation Detail.** Preference shall be accorded by seniority when assigning or reassigning Public Works employees to the Sanitation Detail, provided the Employer retains the right to ensure that work is performed by qualified employees.

In the absence of a Sanitation employee, the foreman shall offer the position, by seniority to Public Works employees. In the event that no one volunteers, the foreman shall designate the lowest available seniority employee, said senior man shall stay in said position for the duration of the absence.

F. **Sanitation Differential.** Upon signing of this agreement, any employee assigned to the Sanitation Detail shall receive a differential of \$0.40 added to his or her regular hourly rate for the duration of such assignment.

G. **Retirement.** Upon retirement any employee with at least 10 years of service and having an income of at least \$2,500.00 annually shall be entitled to receive a lump-sum severance payment equal to \$500 for each full year of service (excluding dispatchers hired before this contract).

H. **Call-in.** An employee who is called in to work prior to his or her next scheduled shift shall be guaranteed a minimum of four hours' pay for such work, at the applicable rate. This provision will be effective upon signing of this agreement. In addition, they shall be paid one and one half (1-1/2 times their hourly rate for each hour worked when required to report for duty during their scheduled time off.

ARTICLE XX

EDUCATIONAL ASSISTANCE

A. It is the policy of the Township of Lower Alloways Creek to encourage continuing education on the part of full-time employees, when the continuing education will enable them, pursuant to the applicable statute, to obtain certification for their Township employment or to further their study in an area to which they have already obtained certification.

1. Continuing education may include conferences, seminars, non-accredited courses, accredited college courses, and college courses while enrolled in a degree program.

B. In order to encourage continuing education, the Township will reimburse for costs reasonably related to the course study included in the definition of continuing education upon satisfactory completion of said continuing education. These costs may include tuition, registration, books and publications, parking, mileage, or other transportation, and meals and lodging if the program is away from the immediate area.

C. Attendance at continuing education courses is dependent upon the following:

- (1) The employee must have been an employee of the Township for at least one (1) year prior to the beginning of the course.
- (2) The continuing education course must be related to the employee's current job or a job that can reasonably be expected to be available with the Township in the near future and the course must be one either (a) needed by employee to obtain certification in his/her field, or (b) that continues the employees post-certification education in his/her field.
- (3) The municipal budget must have adequate funds for such a course.

- (4) Application to attend the course must be made in writing and approved by the Township Committee in advance of the beginning of the course.
- (5) The employee must complete the course with a grade of “C” or better or with satisfactory completion of the course if the course is ungraded.

ARTICLE XXI

UNPAID LEAVES OF ABSENCE

A. Upon request, an employee may be granted a leave of absence without pay for up to six months where necessary for medical reasons, maternity or paternity, or for other reasons satisfactory to the Employer. Such leave may be extended for an additional six months where circumstances warrant. Upon returning from an approved leave, an employee shall be restored to an equivalent position. Such requests shall not be subject to the grievance procedure.

B. All applicable requirements of the state Family Leave Act and the federal Family and Medical Leave Act shall be followed with respect to employees who request leave for the following purposes:

- childbirth;
- care of a newborn child, a newly adopted child, or a newly placed foster child;
- care of a parent, child or spouse with a serious health conditions;
- a serious health condition on the parts of the employee.

1. As required by law, an employee must have at least one year of service in order to be eligible for leave under the FMLA or FLA. In addition, the employee must have worked for the Employer at least 1,250 hours in the preceding 12 months under the FLA). Eligible employees are entitled to 12 weeks of leave during a 12 month period under the FMLA, or 12 weeks in a 24-month period under the FLA. In either case, the leave period shall be measured beginning with the employee's first day of qualifying leave. Leave may be taken in a single block or in smaller intervals as may be needed during the leave period. The employer will continue to provide health benefits during a qualifying leave.

2. FMLA leave will be taken contemporaneously annually with any paid

leave.

3. Eligible employees who take leave for purposes which qualify under the FMLA or FLA must give adequate notice. It is understood that notice is adequate so long as it is timely and provided sufficient information is given so the Employer will be alerted that it qualifies, even if the employee does not specifically request FMLA or FLA leave. It is also understood that leave under the FMLA or FLA includes both unpaid leave and paid leave (i.e., sick or vacation leave) if taken for qualifying reasons.

ARTICLE XXII

CLOTHING AND TOOL ALLOWANCES

A. Dispatcher Uniforms. The Employer shall continue to provide uniforms for Police Dispatchers, together with an annual allowance of \$800 per Dispatcher for uniform maintenance.

B. Safety Shoes. Each employee of the Public Works Department who is exposed to possible foot injury due to falling objects, puncture, or electrical hazards shall be reimbursed for the cost of safety shoes which meet applicable OSHA standards. No employee shall be reimbursed more than \$150 per year, unless specialized shoes are necessary.

C. Tools. The Employer shall provide all necessary tools for use on the job.

ARTICLE XXIII

INDEMNIFICATION

The Employer will indemnify an employee for damages resulting from any tort claim or civil violation of state or federal law arising out of the employee's job, if, in the opinion of the Employer, the acts committed by the employee upon which the damages are based did not constitute fraud, malice, willful misconduct, or intentional wrongdoing.

ARTICLE XXIV

EMPLOYEE SAVINGS PLAN

Credit Union. The Employer shall make payroll deductions for any employee, upon written request, to be transmitted to an appropriate credit union as authorized by N.J.S.A. 40A:9-17.

Deferred Compensation. The Employer will continue to make a deferred compensation plan available to all employees. Payroll deductions shall be made accordingly, as authorized by the employee.

ARTICLE XXV

HEALTH AND SAFETY

A. Upon request, the Employer will furnish to the Union any information concerning occupational accidents, illnesses, and exposures which may reasonably be required by the Union in order to perform its representational duties, subject to individual confidentiality protections of state or federal law.

B. The parties will establish a joint Health and Safety Committee, the purpose of which will be to assist in identifying job hazards, reviewing accidents monitoring compliance with required safety programs, making recommendations for improvement of health and safety in the workplace, and helping to educate the workforce with respect to health and safety issues. There will be no loss of pay on the part of committee members for meetings held during the work day. Meetings held after work hours shall not be compensated.

C. Drug and alcohol testing shall be required only for employees in safety-sensitive positions as required by law, in accordance with procedures prescribed by state or federal agencies. Whenever an employee is suspended, required to take a leave of absence, or otherwise relieved of regular duties because of a violation of alcohol or drug rules, the Employer shall insure that the employee is referred within five days to an appropriate substance abuse professional for evaluation.

ARTICLE XXVI

PERSONNEL RECORDS

Disclosure of Personnel Records. Personal information with respect to individual employees shall be subject to disclosure as follows:

(a) An employee shall have the right to inspect his or her own personnel file upon reasonable prior request. A copy of any document contained in any employee's file will be provided to the employee upon request.

(b) Pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., it is understood that personnel information open to the public is generally limited to an employee's name, title, position, salary, payroll record, length of service, date of separation, reason for separation, and the amount and type of pension received. All other personnel records of individual employees shall be maintained in confidence and shall not be disclosed except to authorized persons or as required by law.

(c) Union representatives may inspect an employee's personnel file upon presenting authorization in writing and signed by the employee.

(d) Notwithstanding any other provision of this Article, specific records pertaining to employees shall be available for inspection by Union representatives whenever relevant to the investigation of a grievance or for other purposes within the Union's legal scope of responsibility as required by the Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. Copies of relevant documents shall be provided to Union representatives upon request.

Disciplinary Records. Employees will be furnished with copies of any disciplinary materials or other documents reflecting adversely on them which are to be placed in their personnel files.

ARTICLE XXVII

DISCIPLINE AND DISCHARGE

A. Just Cause. All disciplinary actions shall be for just cause. Penalties for misconduct may consist of written reprimands, suspension, demotion, discharge or reimbursement for damaged or lost property. Discipline shall be intended as corrective and shall be progressive in nature.

B. Violations. Employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this Agreement and are not otherwise unlawful or improper. Employees may be disciplined for incompetence, inefficiency, or failure to perform assigned duties; insubordination; inability to perform assigned duties; chronic or excessive absenteeism; lateness; conviction of a crime; conduct unbecoming a public employee; neglect of duty; misuse of public property; discrimination in regard to equal employment opportunity, including sexual harassment; and other sufficient cause

C. Weingarten Rights. An employee who reasonably believes that he or she may be subject to disciplinary action in connection with any questioning by the Employer, shall be entitled, upon request, to have a Union representative present during such questioning. This shall not apply to interviews which are intended only to provide counseling, information, or instruction.

D. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge subject to the grievance procedure.

ARTICLE XXVIII

APPLICATION OF AGREEMENT

A. If any provision of this Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall continue in full force and effect.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXIX

UNION SECURITY

A. Dues Check Off. The Employer shall deduct regular Union dues from an employee's pay when so authorized in writing by the employee. The amount of such deductions will be certified to the Employer by the Union. The Employer shall remit the dues to the Union on a monthly basis, no later than 14 days following the month in which the deductions were made, accompanied by a list of employees from whose pay for such deductions were made. The list shall include each employee's Social Security number, base weekly pay, and the amount of dues deducted for the month. A copy of such list shall also be forwarded to the Local President. Dues deduction for bargaining unit employees shall not be made for any other employee organization.

B. Withdrawal of Dues Checkoff. In the event an employee withdraws his or her authorization for dues deduction by written notice to the Employer, deductions shall be halted as of July 1 next following the date on which notice of withdrawal was filed, pursuant to N.J.S.A. 52:14-15.9e.

C. Representation Fees. For all employees in the bargaining unit who do not pay dues in accordance with Paragraph A above, the Employer shall instead deduct a representation fee equal to a percentage of the regular dues as certified by the Union, which shall be remitted to the Union in the same manner as dues. In the case of newly hired employees, deductions of representation fees will begin with the next paycheck following 30 days of employment, unless the employee has submitted a dues checkoff card.

D. Compliance with Law. The Union shall maintain a demand-and-return system and shall comply with all other requirements of N.J.S.A. 34:13A-5.5 et seq. with respect to the

use of representation fees and the accounting thereof.

E. Hold Harmless. The union will indemnify and hold the Employer harmless with respect to any claims or legal actions arising out of compliance with this Article.

ARTICLE XXX

FULLY BARGAINED AGREEMENT

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

ARTICLE XXXI

DURATION

This Agreement shall be in full force and effect from day of signing shall remain in effect from January 1, 2004 up to and including December 31, 2006 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred and no later than one hundred twenty days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in the Township of Lower Alloways Creek, State of New Jersey, on this _____ day of _____, 2005.

COMMUNICATION WORKERS OF
AMERICA, LOCAL 1034

TOWNSHIP OF LOWER ALLOWAYS
CREEK

Mayor

ATTEST:

SCHEDULE A

	2004	2005	2006
<u>Title</u>	<u>Minimum</u>	<u>Low</u>	<u>High</u>
Recycling Worker	\$8.76	\$ 9.02	\$ 9.29
Food Service Worker	\$8.76	\$ 9.02	\$ 9.29
Cook	\$9.82	\$10.11	\$10.42
Van Driver	\$10.21	\$10.52	\$10.83
Senior Van Driver	\$10.62	\$10.94	\$11.27
Bldg. Maint. Wkr./Groundkeeper	\$11.94	\$12.30	\$12.67
Public Works Records Coordinator	\$11.94	\$12.30	\$12.67
Laborer	\$11.94	\$12.30	\$12.67
Nutrition Program Coordinator	\$12.42	\$12.79	\$13.18
Maintenance Repairer	\$14.54	\$14.98	\$15.42
Animal Control Officer	\$14.54	\$14.98	\$15.42
Equipment Operator/Laborer/CDL	\$15.12	\$15.57	\$16.04
Police Dispatcher PT	\$12.88	\$13.27	\$13.66
Police Dispatcher	\$15.72	\$15.30	\$15.76
Mechanic	\$16.35	\$16.84	\$17.35
Police Records Coordinator	\$16.35	\$16.84	\$17.35
Public Works Foreman	\$17.68	18.21	18.76