

**AGREEMENT BETWEEN TOWNSHIP OF SCOTCH PLAINS AND
THE SCOTCH PLAINS PUBLIC WORKS AND RECREATION ASSOCIATION**

This Agreement made this 5th day of April 1993 between the Township of Scotch Plains (Employer) and the Scotch Plains Public Works and Recreation Association (SPPWRA) is for the purpose of covering wages, hours of work, fringe benefits and finance procedures.

RECOGNITION

The Township hereby recognizes the SPPWRA as the exclusive majority representative for members of the Public Property and Recreation maintenance staff of the Township of Scotch Plains, with the exception of the Directors, Foremen, Assistant Foreman, Senior Pumping Station Operator, Greenskeeper, Repairer assigned to Township Hall, and office personnel. All other employees of the Department of Public Property and the Recreation maintenance staff are deemed to be members of the SPPWRA and, therefore, parties to this agreement.

It is agreed between the Employer and the SPPWRA that:

1. The three (3) year agreement (January 1, 1993 through December 31, 1995) compensating all full-time employees of the Township represented by the SPPWRA and employed by the Department of Public Property or the Recreation Commission is acceptable to both parties. The wage portion of the contract begins March 1, 1993 and ends December 31, 1995, and represents the complete and final understanding on all bargainable issues between the Township and the SPPWRA as they have been negotiated in this agreement.

2. A 5% wage increase will be implemented effective March 1 of 1993. This 5% increase effective March 1 will be implemented as follows: Using 1992 hourly wage rates the 5% increase will be added for 1993. An additional 5% will be implemented for 1994 over the 1993 hourly wage rate effective March 1, 1994. An additional 4-1/2% will be implemented for 1995 over the 1994 hourly wage rate effective February 1, 1995. See Appendix A for wage rates for existing employees for this contract.

3. Employees represented by the SPPWRA, in addition, will receive a supplemental uniform allowance of \$275 per annum. This allowance will be paid in the first week of December of each year. Payments will be pro-rated based upon the months worked for employees that retire or terminate with the Township during the specific year of separation from service.

4. GRIEVANCE PROCEDURE.

Section 1. Any dispute involving the interpretation or application of any of the provisions of this agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor, either directly or through SPPWRA's designated representative for the purpose of resolving the matter informally. Should the grievance be against the immediate supervisor, the employee may request a joint

meeting with the said supervisor and the next in command present.

Any decision reached should be confirmed via written documentation.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a grievance in writing with the Director of Public Property, or, in the case of employees of the Recreation Commission, with the Director of Parks and Recreation, or her designated representative. Those parties present at Step 1 may be present at Step 2. The Director of Public Property or the Director of Parks and Recreation will render a decision within ten (10) working days. If the Director of Public Property or Parks and Recreation was involved in the Step 1 grievance, and the aggrieved party wishes to take the grievance further, he shall bypass Step 2 and proceed to Step 3.

Step 3 If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, he may submit the matter for review by the Township Manager within five (5) working days after receiving the decision in Step 2. The Township Manager shall render a decision from the record before him in writing within ten (10) working days.

Section 2. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

Section 3. Any grievance not presented under the grievance procedures described herein within seven (7) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under

this agreement unless reasons satisfactory to the Township are given in explanation of the failure to present the grievance within such time.

5. The fringe benefits enjoyed in this agreement are the following:

a. Paid vacation, as defined in the Salary Ordinance.

b. 15 days sick leave per annum. Unused sick days in any year will be accumulated as per Salary Ordinance.

c. Longevity allowance, as per the following schedule:

Following completion of 5 years service to completion of 10 years service, 2%.

Following completion of 10 years of service to completion of 15 years of service, 4%.

Following completion of 15 years of service to completion of 20 years of service, 6%.

Following completion of 20 years of service, 8% computed to first of month nearest employment anniversary date.

d. Contributory life insurance through State plan.

e. All employees hired prior to January 1, 1991 will continue to receive health insurance (Blue Cross/Blue Shield and Major Medical at existing levels) at no cost to the employee, as long as the employee is employed by the Township of Scotch Plains. The current medical plan is the 14/20 plan under State Health Benefits rules and regulations. Any employee hired after January 1, 1991 will reimburse the Township for 25% of health insurance costs annually (Blue Cross/Blue Shield and Major Medical). This reimbursement will be made by way of a bi-weekly payroll deduction.

f. Contributory pension through State plan.

g. Pay for time spent on jury duty.

h. Pay for time spent on military maneuvers authorized by official orders of Reserve or National Guard unit.

i. In the event of the death of an employee's spouse, parents, children, sister, brother, father-in-law or mother-in-law, the employee shall be granted up to three (3) days leave of absence with no loss of regular pay between the date of death and the day after the funeral. Employees may be entitled to two (2) days leave with no loss of regular pay if a relative living under the same roof is deceased. Sufficient proof must be submitted to the Director in these cases.

j. The holidays that have been established for the length of the contract period are:

New Years Day	January 1, 1993	December 31, 1993
Martin Luther King Day	January 18, 1993	January 17, 1994
Lincoln's Birthday	February 12, 1993	February 11, 1994
Washington's Birthday	February 15, 1993	February 21, 1994
Good Friday	April 9, 1993	April 1, 1994
Memorial Day	May 31, 1993	May 30, 1994
Independence Day	July 5, 1993	July 4, 1994
Labor Day	September 6, 1993	September 5, 1994
Columbus Day	October 11, 1993	October 10, 1994
Election Day	November 2, 1993	November 8, 1994
Veterans' Day	November 11, 1993	November 11, 1994
Thanksgiving Day	November 25, 1993	November 24, 1994
1/2 Day, Day before Christmas	December 23, 1993	December 23, 1994
Christmas Day Holiday 1/2 Day, Day before New Years Day	December 24, 1993	December 26, 1994
	December 30, 1993	December 30, 1994

New Years Day	January 2, 1995
* Martin Luther King Day	
Lincoln's Birthday	February 13, 1995
* Washington's Birthday	
Good Friday	April 14, 1995
Memorial Day	May 29, 1995
Independence Day	July 4, 1995
Labor Day	September 4, 1995
* Columbus Day	
Election Day	November 7, 1995
Veterans' Day	November 10, 1995
Thanksgiving Day	November 23, 1995
1/2 Day, Day before	
Christmas	December 22, 1995
Christmas Day	December 25, 1995
1/2 Day, Day before	
New Years Day	December 29, 1995

* 1995 dates when these holidays are observed are not available at this time.

k. The work week for SPPWRA employees is defined as 40 hours, Monday through Friday. The work day is defined as from 7:00 a.m. to 3:30 p.m. with 1/2 hour off for lunch.

l. Overtime: Time and a half will be paid for all hours worked over 8 hours in a day and Saturdays. Double time will be paid on Sundays and Holidays. Double time for a Holiday is in addition to the Holiday pay received. Emergency call out will require a guaranteed minimum of two hours.

m. Uniform Allowance: The Township will continue to provide and maintain all year-round uniforms.

n. At the time of separation from service, an employee who has served a minimum of five consecutive years with the Township of Scotch Plains shall be entitled to partial compensation for unused sick leave accumulated during Township employment in accordance with the following schedule: One-third (1/3) day for each day of sick leave accumulated. No terminal leave payment shall be made to Township employees.

o. Employees who are terminating service by reason of having reached retirement age or by resignation, and have had ten years or more of total service with the Township, and who are on the Township's payroll through the month of January of the retirement or resignation year, shall receive at the time of retirement or resignation full annual vacation and sick leave entitlement that remain unused for that calendar year without regard to the actual date of termination.

p. A prescription plan will be maintained by the employer. Effective July 1, 1993 the cost to the employee will be \$3 for each prescription and/or renewal. All employees hired prior to January 1, 1991 will continue to receive this benefit with \$3 co-pay. Any employee hired after January 1, 1991 will no longer be eligible for any of the benefits relating to the prescription plan. The \$1 co-pay provision will remain in effect for generic drugs. Employees are completely authorized to utilize generic drugs when available.

q. SPPWRA members are entitled to one (1) personal leave day per year. Approval from the Director of Public Property, or the Director of Parks and Recreation, or their authorized agent is required, and 48 hours notice should be given to the employer prior to the date requested unless emergency circumstances arise. Each employee will receive an additional day off with pay annually for official business purposes with 72 hours notice required to the respective department head.

r. Employees of the bargaining unit that incur on-the-job injuries as certified by the Township physician, or other approved physicians, will not be charged any sick time loss for

any injury which requires the employee to remain out of work for less than the seven day (5 working + 2 weekend) waiting period necessary to file a worker's compensation claim. A total of twenty-five (25) working days are allocated per employee for the purpose of covering the five (5) day waiting period for job related injuries for each given year beginning January 1st through December 31st. These days are an aggregate number of days; maximum number of working days being five (5) per injury.

Any employee who incurs an injury on-the-job which results in absence from work for more than seven consecutive calendar days must file a worker's compensation claim. The employee must choose to continue on the Township payroll if he is going to be out for longer than the seven days, or he must choose to withdraw from the Township payroll. If the employee chooses to remain on the Township payroll, checks will be issued by the Township to the employee using sick days first and then vacation days (5a and 5b in the contract) as the applied credit for receiving regular bi-weekly pay until the employee's allotment of these days expires. Worker's compensation checks will then be reimbursed to the Township and vacation days will be replenished first followed by sick days to the employee based upon the amount of money that is paid by the insurance company for the job incurred injury. At no time is an employee to receive more than their normal daily pay if out on worker's compensation. Once the employee has used up all of their sick and vacation time the employee will be removed from the Township payroll. Worker's compensation checks will then be paid directly to the employee. In this situation the Township will continue to pay all of the employee benefits while he is out on worker's compensation leave.

If the employee chooses to come off the Township payroll prior to using up all his accrued sick and vacation time, worker's compensation checks will be paid directly to the employee. Effective the first of the month following the employee's voluntary withdrawal from the payroll, the employee will be required to reimburse the Township for the cost of his health and dental benefits for the remainder of his worker's compensation leave. If a doctor's note certifies that the employee will return to work between 8 to 10 consecutive calendar days following the date of injury, the Township will extend the injury days allotted for the injury to a maximum of 8 working days.

The Township physician and the Township are the only parties that can make the final determination about the extent of the injuries incurred on the job and any time that might be needed for recovery.

s. Employees are entitled to a ten (10) minute coffee break in the morning and a ten (10) minute coffee break in the afternoon to be taken at the place of work that day.

t. Employees are entitled to a fifteen (15) minute wash-up time prior to lunch at noon and at the end of the regular work day.

u. All employees of the SPPWRA are entitled to a dental plan equivalent to the plan received by the PBA in binding interest arbitration in 1986. There will be no employee contribution, and dependents will be covered. The plan will be equivalent to New Jersey Dental Service Plan III-A excluding orthodontic coverage. The Employer will have the right to continue to choose any carrier that provides such equivalent coverage.

v. Each employee retiring after a minimum of twenty (20) years of service to the Township shall receive Three Hundred Dollars (\$300) annually for a maximum of five years for health insurance payment. This payment shall be made on or before January 1 of each year.

w. This agreement shall continue in effect after December 31, 1995, upon agreement of both parties.

SCOTCH PLAINS PUBLIC WORKS AND RECREATION ASSOCIATION

Natale Buro
Natale Buro

4/26/93
Date

Gordon Ross
Gordon Ross

4-26-93
Date

Christopher Monahan
Christopher Monahan

4/24/93
Date

TOWNSHIP OF SCOTCH PLAINS

Joan Papen
Joan Papen, Mayor

4/27/93
Date

Barbara Riepe
Barbara Riepe
Township Clerk

4/27/93
Date

APPENDIX A

**HOURLY WAGE RATES FOR EXISTING SPPWRA EMPLOYEES
NOT INCLUDING LONGEVITY**

	1993 HOURLY RATE AT 5% EFFECTIVE <u>3-1-93</u>	1994 HOURLY RATE AT 5% EFFECTIVE <u>3-1-94</u>	1995 HOURLY RATE AT 4-1/2% EFFECTIVE <u>2-1-95</u>
Mechanic - Diesel	17.42	18.29	19.11
Equipment Operator	16.62	17.45	18.24
Public Works Repairer	15.87	16.66	17.41
Public Works Repairer (Motor Broom Operator)	16.31	17.12	17.89
Public Works Repairer (Sewer)	16.46	17.29	18.07
Laborer	12.71	13.34	13.94
DPW Laborer (Sewer)	12.86	13.51	14.11
Pumping Station Operator	16.62	17.45	18.24
DPW Trainee	15.20	15.96	16.68
Sr. Recreation Maint. Worker	16.18	16.99	17.75
Asst. Greenskeeper/ Maint. Worker	15.36	16.13	16.86
Maintenance Worker	15.36	16.13	16.86
Equip. Operator/ Pumping St. Operator	16.62	17.45	18.24
Sr. DPW Repairer	16.18	16.99	17.75

The Director may at his (her) discretion engage starting Laborers at either \$.50 or \$.25 less than the maximum rate depending upon past experience. If an employee is hired at \$.50 less than the top rate, and the Director recommends that an increase of \$.25 be given, which is discretionary, this increase could take effect after three months. If an employee is hired at \$.25 less than the maximum rate, the Director can recommend in six months or less depending upon performance that this individual be increased to the top rate of pay that is authorized.