

AGREEMENT BETWEEN

TOWNSHIP OF FAIRFIELD

AND

AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES

NEW JERSEY COUNCIL 52

LOCAL 21921A FAIRFIELD

JANUARY 1, 2006 THROUGH DECEMBER 31, 2008

**TOWNSHIP OF FAIRFIELD
RESOLUTION #2006-64**

**A RESOLUTION AUTHORIZING AND DIRECTING EXECUTION
OF COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN
THE TOWNSHIP OF FAIRFIELD AND AMERICAN FEDERATION OF STATE,
COUNTY, MUNICIPAL EMPLOYEE, NEW JERSEY COUNCIL 52
LOCAL 2192A FAIRFIELD**

WHEREAS, the American Federation of State, County, Municipal Employees, New Jersey Council 52, Local 2192A Fairfield is the bargaining unit for certain employees of the Township of Fairfield;

WHEREAS, the Township of Fairfield and the American Federation of State, County, Municipal Employees, New Jersey Council 52, Local 2192A Fairfield, have negotiated a Collective Bargaining Agreement covering the period January 1, 2006, to December 31, 2008; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWNSHIP OF FAIRFIELD, COUNTY OF ESSEX, STATE OF NEW JERSEY, AS FOLLOWS:

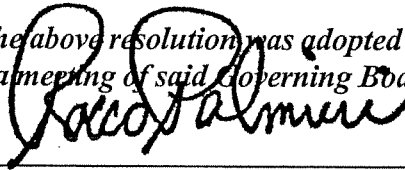
1. The Mayor of the Township and other officials of the Township be and are hereby authorized and directed to execute the Collective Bargaining Agreement by and between the Township and the American Federation of State, County, Municipal Employees, New Jersey Council 52, Local 2192A Fairfield, covering the period January 1, 2006 to December 31, 2008, in the form as annexed hereto.

TOWNSHIP OF FAIRFIELD
RESOLUTION #2006-64

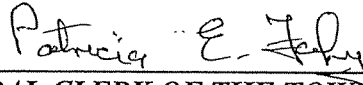
A RESOLUTION AUTHORIZING AND DIRECTING EXECUTION
OF COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN
THE TOWNSHIP OF FAIRFIELD AND AMERICAN FEDERATION OF STATE,
COUNTY, MUNICIPAL EMPLOYEE, NEW JERSEY COUNCIL 52
LOCAL 2192A FAIRFIELD

2. This Resolution shall take effect immediately upon passage and publication in accordance with law.

I hereby certify that the above resolution was adopted by the Mayor and Council of the Township of Fairfield at a meeting of said Governing Body held on January 30, 2006.



MAYOR OF THE TOWNSHIP OF FAIRFIELD



MUNICIPAL CLERK OF THE TOWNSHIP OF FAIRFIELD

Resolution By: COUNCIL PRESIDENT LAFORGIA
Seconded By: COUNCILMAN MASTRANGELO
ROLL CALL VOTE

GOVERNING BODY	AYES	NAYS	ABSTAIN	ABSENT
COUNCILMAN (1) JOHN LAFORGIA	X			
COUNCILMAN ALLAN SMALLHEER				X
COUNCILMAN JAMES GASPARINI	X			
COUNCILMAN (2) RICHARD MASTRANGELO	X			
MAYOR ROCCO PALMIERI	X			

Cc: Administrator Catenaro
Theresa Jeczo representative

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AGREEMENT

THIS AGREEMENT, made this day of , , by and between the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 52, LOCAL 2192A, AFL-CIO, hereinafter referred to as the Union, and the TOWNSHIP OF FAIRFIELD, hereinafter referred to as the Employer, located in the County of Essex, State of New Jersey:

W I T N E S S E T H:

WHEREAS, the Union has been designated by a majority of the White Collar Non-Supervisory employees of the Employer as the sole collective bargaining agent of the bargaining unit with respect to wages, hours, and other terms and conditions of employment; and

WHEREAS, it is recognized that it is to the benefit of both parties to promote harmonious relations between the Union and the Employer; and

WHEREAS, it is recognized that the efficient and orderly method of establishing and maintaining peaceful and harmonious labor relations and of dealing with the problems and controversies arising out of the employment relationship through negotiations and agreement; and

WHEREAS, the parties hereto seek to establish an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other terms and

conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

ARTICLE 1

PURPOSE

This Agreement entered into by the Township of Fairfield, hereinafter referred to as the Employer, and Council 52 and its affiliated Local 2192, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE 2

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining concerning wages, hours, and working conditions for all non-supervisory white collar employees employed by the Employer, but excluding managerial executives, confidential employees, supervisors within the meaning of the New Jersey Employer-Employee Relations Act (hereinafter "the Act"), police, craft employees and all other employees employed by the Employer.

ARTICLE 3

UNION RIGHTS

Section 1: Access to Premises

The Employer agrees to permit representatives of the International Union and the Union Council to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to the employees.

Section 2: Bulletin Boards

The Employer agrees to provide, at each work location, a 3' x 4' bulletin board for the exclusive use of the Union for the posting of notices and other Union information.

Section 3: Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, appropriate Union representatives who are employees shall be allowed to:

- a. post Union notices;
- b. distribute Union literature;
- c. solicit Union membership during other employees' non-working time;
- d. transmit communications authorized by the Union or its officers or non-employee representatives to the Employer or its representatives; and
- e. consult with the Employer, its representatives,

Union officers or representatives, including non-employee representatives, concerning the enforcement of any provisions of this Agreement.

Section 4: Contract Negotiations

The Employer will give time off with no loss of pay for members of the Local Union Negotiating Team (hereinafter "team member(s)") to participate in contract negotiations whenever such meetings are held during any such team member's regular working hours.

Section 5: Attendance at Meetings

When proceedings are scheduled that require the participation of the Union and the Employer at any departmental hearings or conferences, grievance hearings or conferences, disciplinary hearings or conferences, investigative meetings or interviews, arbitration or mediation proceedings, judicial proceedings or conferences, quasi-judicial proceedings or conferences, or proceedings or conferences before any administrative agency, including but not limited to the New Jersey Public Employment Relations Commission, necessary representatives, as well as employees subpoenaed by either party to give testimony in such proceedings, shall not lose pay as a result of such attendance.

ARTICLE 4

UNION SECURITY

Section 1: Check-off of Union Dues

A. All employees covered by this Agreement may tender their membership dues to the Union by voluntarily signing the Authorization for Payroll Deduction of Union Dues Form provided by the Union.

B. The Employer agrees to deduct dues in the amount certified by the Union.

C. Payroll deduction of Union dues shall become effective in the next full pay period following receipt of authorization by the Employer.

D. The total of all such deductions, together with a list of employees from whom dues have been deducted, shall be remitted monthly, by the 15th day of the month following deduction, to the designated Financial Officer of Council 52, AFSCME, AFL-CIO, 516 Johnston Avenue, Jersey City, New Jersey 07304.

E. Any change in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the Employer in advance of the effective date.

F. Dues deductions for any employees in the bargaining unit shall be limited to the Union, the majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 next succeeding the date on which notice of

withdrawal is filed.

Section 2: Agency Shop

A. Representation Fee

1. Representation Fee Deductions:

The parties agree that, effective thirty (30) days after agreement on this contract, all employees in the bargaining unit who do not become members of AFSCME Local 2192 within thirty (30) days shall have deducted from their salaries and forwarded to the Union a representation fee in a manner and in an amount as provided below.

2. Representation Fee Amount:

At least thirty (30) days before the effective date of the representation fee deduction, or of its subsequent modification, the Union shall notify the Employer of the bi-weekly amount to be deducted from non-members' salaries. Any change in the representation fee amount shall be made upon written notification to the Employer. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of employees in the unit, provided that no modification is made in this provision by a successor Agreement

between the Union and the Employer.

3. Representation Fee Matters:

a. The representation fee shall be deducted from non-members' salaries in equal weekly installments.

Representation fee deductions from the salaries of all non-member employees shall commence on the payroll begin date following thirty (30) days after the expiration of an eligible employee's probationary period or, for employees who previously served in bargaining unit positions and who continued in the employ of the Employer in non-bargaining unit positions, on the tenth (10th) day following re-entry into the bargaining unit. For the purposes of this Article, ten (10) month employees, if any, shall be considered to be in continuous employment.

b. If, during the course of the year, a non-member becomes a Union member, the Employer shall cease deducting the representation fee and shall commence deducting Union dues after written notification by the Union of the change in status.

Conversely, if the Union member directs the Employer to cease dues deductions in a manner appropriate under the terms of the dues check-off agreement, the Employer shall commence deduction of the representation fee upon written notification by the Union of the change in status. After deduction, representation fees shall be transmitted to the Union in the same manner and at the same time as Union dues.

4. Indemnification:

The Union hereby agrees to indemnify, defend, and save harmless the Employer from any claim, suit or action, or judgments, including reasonable costs of defense, which may be brought at law or in equity, or before any administrative agency, with regard to, or arising from, the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

5. Notification of New Employees

The Employer agrees to submit to the Union Recording Secretary each month a list of new employees it has hired, specifying each such new employee's name, job classification, home address, and whether the employment is on a permanent, provisional, seasonal, or temporary basis.

6. A computer print out of all employees in the bargaining unit, including name, department, title, grade and salary shall be given to the local union representative every six (6) months.

ARTICLE 5

EMPLOYEE RIGHTS

Section 1: General Rights

A. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.

B. An employee shall be entitled to Union representation at each stage of a disciplinary proceeding undertaken in accordance with this Agreement. Any employee subject to discipline shall be advised of his or her right to Union representation prior to the commencement of disciplinary proceedings. The Union shall be notified of the initiation of disciplinary proceedings against an employee in advance of their scheduling.

C. No employee shall be required by the Employer to submit to its interrogation after charges have been served without first having been given the opportunity of having a Union representative present.

D. No recording devices of any kind shall be used during such interrogation unless the Union and the employee are made aware of the presence of such devices prior to such interrogation. Both the Union and the employee shall be given, without cost, a certified true copy of any resulting recording.

E. Before an employee is suspended or discharged from employment, the employee and the Union will be given notice of the Employer's intention to do so. No employee will be suspended without pay until the employee and the union's representative have met with administration.

A. An employee who is subpoenaed to appear as a witness at any trial (civil or criminal), quasi-judicial or administrative hearing, deposition, or the like, shall be permitted time off

without loss of pay to do so. Whenever possible, the employee shall attempt to have such matters scheduled for non-work hours.

Section 2: Personnel Files

A. Adequate personnel records shall be maintained by the Employer for each employee. Such records shall include:

1. application(s);
2. dates of employment, appointment, or promotion, as applicable;
3. job title(s);
4. salaries;
5. commendations;
6. performance evaluations;
7. record(s) of disciplinary action(s);
8. amounts of leave accrued and used; and
9. a record of the employee's education, training, and other related matters.

B. Personnel records shall be considered to be of a confidential nature, and shall be available only to the employee, or to supervisory personnel, including the Mayor and Council, on a need-to-know basis. Employees are entitled to review the contents of their own personnel files, but not those of other employees. Supervisors may review the personnel records of their subordinates.

C. The Personnel files located in the Administrator's Office shall constitute the only official personnel files.

D. Employees shall be furnished a copy of any written reprimand or any other written material of a derogatory or

disciplinary nature that is to be made part of the personnel file.

E. Matters Relating to Review of the Personnel File

1. Upon written notification to the designated Personnel Officer, all employees shall have access to their own personnel files at reasonable times during working hours. Such requests shall be reasonable as to frequency.

2. Any review of his or her own personnel file by the employee shall be done in the presence of an authorized member of the administrative staff and, upon the employee's request, a Union representative.

3. An employee shall have the right to receive a photocopy of any document contained in his or her personnel file upon payment of a duplication fee of \$0.10 per page, but shall neither remove the file from the Office of the Administrator, nor remove or add any documents from the file.

4. Materials may be added to an employee's personnel file with the approval of the Administrator.

A. All documents contained in the employee's personnel file shall be initialed and dated by the employee at the time of examination. Such initialing shall not constitute agreement with its content. The employee shall have the right to respond in writing to any documents in the file, with any such response becoming part of the personnel file.

F. As of the effective date of this Agreement, grievances

and any answers to grievances shall not be placed into an employee's personnel file.

ARTICLE 6

GENERAL PROVISIONS

Section 1: Pledge Against Discrimination and Coercion

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, sexual orientation, national origin, ancestry, political or religious opinions or affiliation or non-affiliation, or because of physical or mental disability that does not interfere with the ability to perform the work required, or liability for service in the Armed Forces of the United States. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. Employee or applicant complaints of alleged discrimination shall be made to an agent of the Employer who has been duly appointed for that purpose.

B. All references to employees in this Agreement designate both sexes, and wherever the pronouns associated with the male gender are used, they shall be construed to include male and female employees.

C. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any of its agents or representatives against any

employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

D. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 2: Work Rules

The Employer agrees that new work rules or changes in existing rules shall not become effective until they have been communicated by the Employer to the Union and to all employees

Section 3: Labor-Management Meetings

Labor-Management meetings may be scheduled during working hours following a reasonable request by either the Union or the Employer. The Union may raise legitimate health and safety issues at such labor-management meetings.

Section 4: Drug Testing

A. Drug testing of employees will only be performed in accordance with laws existing at the time of testing. Whenever an employee is requested to submit to such testing, the Union shall be notified within twenty-four (24) hours thereafter. An employee may request that a union representative be present during testing provided same does not result in a delay of testing. Any such testing will be done in full accordance with any applicable statutes and regulations. In the absence of

statutory or regulatory governance of such testing in a particular circumstance, testing shall be accomplished through procedures generally accepted in the scientific community which are designed to accord the employee with individual dignity and privacy during the testing procedure and full due process protections.

B. The Union shall be notified at least ten (10) working days in advance of the Employer's intention to adopt any testing procedure, and will be given full opportunity, consistent with any governing statute(s), regulation(s), or decisions interpreting such statute(s) or regulation(s), to negotiate with the Employer the terms of the procedure before it is implemented.

C. All employees shall be provided with training and information regarding any testing procedure at least ten (10) working days in advance of its implementation.

Section 5: Incidental Allowance

Shoe allowance of up to \$125.00 annually is to be continued for the Principal Engineering Assistant, Code Enforcement Official, Zoning Official, Building Inspector and Property Maintenance Officer. Payment is to be made by receipted reimbursement.

ARTICLE 7

MANAGEMENT RIGHTS

The Employer shall retain such management rights as are consistent with law, except as specifically abridged, limited, or

modified by the terms of this Agreement.

ARTICLE 8

WORK HOURS, WORK WEEK, AND OVERTIME

Section 1: Hours of Work

The Municipal Offices are open Monday through Friday from 8:30 a.m. to 4:30 p.m., excluding holidays. Office personnel, which includes those employees represented by the Union, are required to work these hours with one (1) hour off for lunch, to be taken between the hours of 12:00 noon and 2:00 p.m.

Section 2: Work Schedule

Daily and weekly work schedules shall not be altered except by mutual consent of the Union and the Employer. Otherwise, all agreed to practices concerning daily and weekly work schedules, hours, breaks and lunches shall remain in effect for the life of this Agreement.

Section 3: Premium Rates of Pay

a) Employees shall be paid overtime at the rate of one and one-half (1.5) times the hourly rate after forty (40) hours of work in a week. Employees regularly scheduled for a thirty-five (35) hour work week shall be paid at the straight time rate for hours worked between thirty-five (35) and forty (40) hours in a week.

b) Employees who are called in to work, other than for the extension of normal work hours, shall receive a minimum of two (2) hours pay at the overtime rate.

c) The hourly rate for purposes of overtime shall be calculated on the basis of 1/2080 of the annual rate of pay of those employees regularly scheduled for a forty (40) hour week, and on the basis of 1/1820 for those employees regularly scheduled for a thirty-five (35) hour week. For the purposes of determining entitlement to, and calculating, overtime pay, all paid leave time shall be considered time worked.

Section 4: Distribution

A. Except under emergent circumstance overtime work shall be voluntarily assigned to the fullest extent possible. There shall be no discrimination against any employee who declines to work overtime.

b) Overtime must be authorized by the department head and overtime opportunities will be distributed as equally as possible among employees in the same classification within each department.

Section 5: Overtime Pay

All overtime worked shall be paid no later than one full pay period following the performance of such work. The employee may elect to receive overtime compensation by way of compensatory time, consistent with the Fair Labor Standards Act mutually agreed upon with the employer.

ARTICLE 9

SENIORITY

Section 1: General Provisions

a) Seniority shall be determined by the net credited service of the employee, by classification(s). "Net credited service" shall mean continuous employment with the Employer since the last date of hire, less deductions for any unpaid leave time which includes, but is not limited to, unpaid leaves of absence and temporary layoffs.

B. If two (2) or more employees have the same net credited service, seniority among such employees shall be determined on the basis of a random selection process which gives each such employee an equal chance of having his or her name drawn.

c) Requested dates for vacation leave or for other paid or unpaid leave shall be scheduled on the basis of seniority. Schedule conflicts shall be resolved on the basis of seniority.

d) Copies of all seniority lists maintained by the Employer shall be provided to the Union upon request.

Section 2: Probationary Period

New employees, as well as former employees hired after a break in continuous service, as defined below, will be regarded as probationary employees for the first ninety (90) calendar days of employment and will receive no continuous service credit during such period. Such employees shall be otherwise covered by the terms and conditions of this Agreement except as otherwise provided.

Section 3: Loss of Seniority and Forfeiture of Recall Rights

An employee's seniority shall be terminated and recall

rights forfeited for any of the following reasons:

a) failure to notify the Employer of intent to return to work within two (2) working days, or to return to work within five (5) working days, following the date recall notice is received by the employee. Such recall notice shall be sent to the employee by regular mail and by certified mail, return receipt requested, to the employee's last address on record with the Employer. In order to ensure accuracy of the Employer's mailing lists with respect to the foregoing provision, it shall be the employee's responsibility to notify the Employer of any change of address;

b) the employee resigns;

c) the employee is discharged and the discharge is not reversed;

d) the employee is absent from work for five (5) consecutive working days without advising the Employer of such absence, and of the reasons therefor, except in extreme and unforeseen circumstances (e.g., coma, or other emergency);

e) the employee fails to return, without excuse, from a leave of absence;

f) the employee retires;

g) the employee is laid off for a continuous period of six (6) months;

h) the employee gives a false reason for a leave of absence;

i) the employee, without authorization, engages in other employment during a leave of absence, where such employment would be in conflict with the employee's employment with the Employer.

ARTICLE 10

HIRING POLICY

A. Whenever a new position or vacancy exists within any of the municipal departments, the Employer's Business Administrator ("Administrator") shall issue a memo to all department heads advising them of the position, the classification, and the salary range. The department heads shall be responsible for posting and/or distributing copies of the aforesaid memo to each employee in the department, including those employees who are on approved leaves, vacation, sick leave, and the like, in accordance with B. below. Such posting shall be for a period of not less than (10) working days.

B. The Administrator's notice shall also set forth the date by which each prospective applicant must submit a letter requesting to be considered for the position. The closing date for such applications shall be at least five (5) working days following the date of issuance of the Administrator's memo announcing the position or vacancy.

C. The Employer reserves the right to advertise any new position ("new position") or vacancy in an existing position ("vacancy") in the local newspapers, consistent with applicable law. The Employer further reserves the right to utilize

professional associations or employment agencies, or any other means as required, to obtain qualified applicants for any such vacancy or new position.

All eligible applicants among current employees shall be interviewed for the position or vacancy. The name of the successful applicant shall be posted.

In assessing the qualifications of the applicants for any position or vacancy, seniority shall be considered.

D. The governing body shall set the salary for the position or vacancy, which shall be within the guidelines stated in the Salary Administration Plan.

ARTICLE 11

EMPLOYEE STATUS DEFINITIONS

A. Full Time

A full time employee is defined as a permanent employee appointed to a position with the Employer who has served the requisite probationary period, and who regularly performs assigned duties each week for thirty-five (35) hours or more, and who receives all rights and benefits.

B. Hourly

An hourly employee is defined as an employee hired for seasonal or temporary work, either full-time for a fixed duration or part-time for a fixed duration, and who is not eligible for benefits.

C. Elected or Appointed Officials

Elected officials are those employees of the Township who have been elected by the voters of the Township. Appointed officials are those employees of the Township who have been appointed for a fixed term by the elected officials of the Township.

D. Part Time

- (a) An Employee who works less than twenty (20) hours per week is not eligible for any benefits paid by the Township
- (b) An employee who works twenty (20) hours or more per week, but less than thirty-five (35) hours per week, on a regular weekly basis, and is not an hourly employee as defined above, shall be entitled to pro-rated vacation time, personal days, sick leave and paid holidays based upon the ratio between their weekly hours worked and thirty five (35). Such employees shall not be entitled to any health benefits or others benefits paid for by the Township

ARTICLE 12

CLASSIFICATION

A. The Administrator shall make or cause to be made a periodic analysis of the duties and responsibilities of all classified positions for the purpose of determining the appropriateness of such classification. All positions shall be assigned an appropriate job classification on the basis of the category and level of the duties and responsibilities. All positions in the same job class shall then be sufficiently alike to permit the use of a single descriptive title and the same

salary range, thus carrying out the basic principle of position classification, which is, equal compensation for equal work.

B. In the event that the Employer establishes a new bargaining unit job classification, or changes the duties as described in the job description of an existing position or group of positions, the Union will be notified, in writing, of such.

C. If requested by the Union within fifteen (15) days of the notification referred to in paragraph B this Article, the Employer and the Union shall meet for the purpose of negotiating the salary range for each position or group of positions, consistent with existing law and governing regulations with respect to negotiations. Unless the fifteen (15) day time limit is extended by the mutual written agreement of the parties, in the event that the Union fails to request negotiations in accordance with this paragraph, then, at the conclusion of the aforementioned fifteen (15) day period, the Employer's proposal shall be deemed accepted by the Union as proposed.

D. Should the Union request negotiations in accordance with the provisions of this Article, and in the event that the parties fail to agree on an appropriate salary range for the new, changed, revised, altered, consolidated, or otherwise amended position or group of positions prior to implementation, the Employer retains the right to set the initial salary range while continuing negotiations on the subject.

E. In the event that the parties disagree as to whether a

new, changed, revised, altered, consolidated, or otherwise amended position or group of positions should be placed in the bargaining unit, the parties shall retain their rights to pursue settlement of the dispute through procedures established by the Public Employment Relations Commission ("PERC"), or through the contractual grievance procedure, as appropriate.

F. The parties recognize that the Administrator is responsible for the review of all requests for the establishment of new positions, the abolition or consolidation of existing positions, reclassification of positions to different job classes, or the regarding of positions to new salary ranges, subject to the notice and negotiations provisions of this Article. In any review undertaken pursuant to this Article, the Administrator shall study the current duties and responsibilities of the position, and shall take appropriate action, with the approval of the Mayor and Council, necessary to ensure the correct classification of the position.

G. Department heads shall report to the Administrator any change in their organizations or in the assignment of duties and responsibilities to employees which would result in changes in any existing job classification plan or in the classification of any of the positions in their departments.

H. An employee may submit a request in writing to the Administrator at any time for a job reevaluation. Such a request shall be submitted through the department head and shall include

the employee's own description of current duties and responsibilities, and appropriate comments by the department head. The Union shall be notified of any such request. Upon receipt of same, the Administrator shall make or cause to be made an investigation of the position to determine the correct classification. The Administrator shall notify the employee and the Union of the results of such investigation.

I. Position Classification, corresponding grade and job description for employees as covered by this agreement, are attached hereto as Schedule A and by reference are made part of this agreement.

ARTICLE 13

PRE-EMPLOYMENT INTERVIEWS AND PHYSICAL EXAMINATIONS

A. Interviews

Interviews will be conducted in a nondiscriminatory manner in accordance with the guidelines issued by the New Jersey Division on Civil Rights.

B. Physical Examinations

1. If determined by the Administrator, a pre-employment physical examination for all prospective part-time and full-time employees may be required as a condition of employment.

Such physical examination will be performed by a physician designated and paid for by the Employer.

2. The Administration will arrange for the prospective employee to be examined, if required, before the date

of employment. The certification of the physician will become a permanent part of the employee's personnel folder.

3. The Employer shall maintain the confidentiality of the results of any such physical examination, subject to the employee's authorization to release.

ARTICLE 14

LAYOFFS, DEMOTIONS, AND WORK FORCE CHANGES

1. Layoff shall be defined as the involuntary separation of an employee for reasons other than delinquency or misconduct.

2. The Employer may layoff an employee for the purpose of economy or efficiency or other valid reason requiring a reduction in the number of employees in a given class. In the event of a layoff, the last person employed shall be the first person laid off in a given job classification, subject to the following provisions.

A. In cases of layoff, the Employer shall notify the Union at least twenty-four (24) hours in advance, and shall forward to the Union a list of the names, dates of employment and/or appointment, and job classification(s) of those to be laid off, as well as a designation of any bumping rights which each such employee may have. Consistent with existing law, the Union and the Employer shall meet to negotiate the impact of the layoff decision on the remaining members of the bargaining unit.

4. Seniority shall prevail in case of layoff, and the order of layoff shall be as follows, first to last:

- a. Seasonal and temporary employees;
- b. Probationary employees;
- c. Part-time employees (those regularly scheduled to work less than twenty (20) hours per week);
- d. Permanent part-time and full-time employees, according to seniority.

5. On recall after a layoff, employees shall be transferred and recalled in reverse order, according to the needs of the Employer.

ARTICLE 15

VITAL INFORMATION

A. It is the responsibility of each employee to notify the Treasurer's Office of any change in vital information as listed below:

1. name;
2. address;
3. telephone number;
4. marital status;
5. dependent children;
6. deductions on W-4 form;
7. change in status for health programs;
8. change in beneficiary on pension or life insurance policies;

9. change in status of Deferred Compensation Plan;
10. change in status of payroll deductions, if any.

B. Changes will be made when the employee notifies the Treasurer's Office. However, relative to items 1 - 4, the Treasurer shall advise the Administrator's Office so that the employee's personnel file may be updated.

C. The Treasurer's Office will annually distribute a questionnaire which must be completed by each employee, and returned, in order to update the records of vital information.

ARTICLE 16

PROBATIONARY PERIOD

A. There is established a probationary, or working test, period (hereinafter "probationary period") of ninety (90) days, during which time an employee learns the duties and

responsibilities of the position. During this period, the employee's supervisor(s) shall evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent status.

B. If the employee's performance has been satisfactory after serving the aforementioned probationary, period, the employee shall attain permanent status in the position. If the employee's performance is unsatisfactory during the probationary period, the Administrator, with the approval of the Mayor and Council, may dismiss the employee, or may, in the case of a

promoted employee, return the employee to his or her former position or classification, or to such other position or classification, or vacant position or classification, for which the employee has previously attained permanent status, provided the position, classification, or vacancy has not been permanently filled.

ARTICLE 17

EMPLOYEE EVALUATIONS

A. The personnel and work record of all employees shall be evaluated at least annually. The purpose of the review is to provide the employee's supervisor with an opportunity to discuss with the employee improvement and progress made during the year, and any weak points or deficiencies in training or performance. Each employee shall receive a copy of his or her evaluation, and shall be given an opportunity to respond to its contents, in writing, with such response being annexed to, and made a part of, the evaluation.

B. Evaluations of all employees will be made before the end of the calendar year unless otherwise required on evaluation forms. The department head will meet, individually, with all employees within the department. An evaluation form will be filled out, and will be signed by both the department head and the employee; however, the employee's signature shall not be construed as constituting agreement with the contents of the

evaluation.

ARTICLE 18

PROMOTIONS

A. Promotion is an advancement in job class having a higher level of duties and responsibilities and/or to a salary range having a greater maximum. Notwithstanding the foregoing, incumbents in positions which are reclassified to a higher job category due to a change in its duties or responsibilities shall retain their permanent status in such position, and the position shall not be considered vacant, nor shall it be subject to filling under promotional procedures.

B. Promotional policy is based primarily on potential, merit, and evaluation. If appropriate, testing will be used as an additional basis for promotion.

C. The Administrator, after evaluation, will recommend candidates for promotion to the Mayor and Council. Following promotion, the first three (3) months in the new position shall be considered a probationary period.

ARTICLE 19

MERITORIOUS ACTIONS AND SUGGESTIONS

A. STATEMENT OF POLICY

It is the desire of the Mayor and Council to suitably recognize all meritorious actions or suggestions of Township employees. All employees are urged to seek ways to improve the

work environment and find better ways to perform a function in less time and with less effort, and at a lower cost.

B. PUBLIC RECOGNITION

Whenever a letter is received commending the work or action of an employee on duty, it shall be referred to the Administrator for public recognition and comment at a public meeting of the Mayor and Council. A copy of the letter will be placed in the employee's personnel file.

C. PROCEDURES

All ideas and suggestions from employees should be submitted to their department heads. If the suggestion or idea is worthwhile, the department head will submit a written report to the Administrator. The Administrator shall advise the Mayor and Council of the suggestion, and a copy of the report shall be placed in the employee's personnel file.

ARTICLE 20

VOLUNTARY INTER- AND INTRADEPARTMENTAL TRANSFERS

PROCEDURE

1. An employee wishing an interdepartmental transfer shall make a written request to his/her present department head who, in turn, shall forward copies of the request to the department head into whose department the employee wishes to be transferred, and to the Administrator, together with any comments.

2. An employee wishing an intradepartmental transfer shall make a written request to the department head. The department head shall forward the request, together with any comments, to the Administrator.

3. The Administrator, after reviewing the request with the department head and employee, if required, shall either approve or deny the request. The employee involved shall be notified in writing of the decision.

ARTICLE 21

RESIGNATION

A. If an employee resigns without giving notice, the employee shall be considered as having resigned "not in good standing" and will not receive payment for any accrued vacation nor be considered for reemployment.

B. An employee who is absent from work for a period of two (2) consecutive days without notice to, or authorization from, the department head will be considered as having resigned "not in good standing."

C. Any vacation entitlement owed to the employee will be prorated on an earned basis. If the employee has taken more vacation than the prorated entitlement, payment will be made to the Township by deduction from the employee's paycheck. Any vacation leave in lieu of vacation pay may be granted at the discretion of the Administrator based on the recommendation of the department head.

D. Before the Treasurer shall issue a check to the employee, it will be the responsibility of the employee to turn in to the employee's department head any municipal property with which the employee may have been entrusted, such as keys, clothing, tools, etc.

ARTICLE 22

RETIREMENT

GENERAL STATEMENT

Township employees enrolled in the Public Employee Retirement System of New Jersey are subject to the requirements and provisions of the plan.

The Township will provide medical insurance to employees at retirement, substantially similar in nature to the health benefits provided to employees presently working. The coverage will apply to the employee and spouse only. In the event of an employee's death, coverage will continue for the surviving spouse until his/her death. In order to be eligible for this benefit, the employee must have a minimum of twenty-five (25) years of full-time service with the Township.

In the event of disability retirement or a result of a job related injury the employee, his/her spouse and dependents will be covered by the provisions of this benefit until the employee reaches the age of 65.

ARTICLE 23

DISCIPLINARY ACTION

1. An employee may be disciplined for just cause. The employer recognizes the principle of Progressive Discipline. Violations of the rules identified below may call for some form of disciplinary action. In some cases, the action may result in either verbal or written warnings, followed by suspension, demotion and discharge. In serious cases or cases where an employee has previously violated the same or other rules or is not performing at an acceptable level, the employee may be subject to immediate discharge. It is necessary to point out that the types of misconduct identified below are merely examples of conduct that may lead to disciplinary action. They are not a complete list of all types of conduct that can result in disciplinary action, up to and including discharge.

2. Violation of any of the following rules, because of their seriousness, may result in immediate discharge.

a. Obtaining employment based upon pertinent false or misleading information or falsifying information in or making material omissions in any documents or records.

b. Malicious or willful destruction or damage to Township property or supplies or to the property of another employee or a visitor.

c. Theft or inappropriate removal from Township premises of property that belongs to or is in the possession of

the Township or another Township employee.

d. Bringing or possessing firearms, weapons or any other hazardous or dangerous devices on Township property or during on-duty time without proper authorization.

e. Absence without authorization.

3. Infractions of the following rules will, depending on the seriousness of the offense and all pertinent facts and circumstances, result in disciplinary action, including counseling, verbal or written warning, suspension or discharge:

a. Continuous unsatisfactory job performance and/or neglect of duty.

b. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.

c. Inability to perform job duties.

d. Insubordination, including refusal to do assigned work or refusal to perform work in the manner described by a supervisor without proper justification.

e. Possession of alcohol or any unlawful drug while on duty or while on Township premises or reporting to work under the influence of alcohol or any unlawful drug.

f. Conviction of a criminal act.

g. Participation in any political activity prohibited by federal or state laws or municipal ordinances during working hours.

- h. Conduct unbecoming a public employee including, but not limited to the acceptance of gifts or gratuities.
- i. Frequent or excessive tardiness or absence from work or an employee's work area.
- j. Violating safety rules as outlined by the Township or engaging in conduct that creates a safety or health hazard.
- k. Fighting or provoking a fight on Township time or property.
- l. Falsifying or destroying any time-keeping record.
- m. Leaving Township premises or one's job during working hours without notification to the Department Head and obtaining permission from the Township Administrator or in the absence of the Township Administrator, the Municipal Clerk.
- n. Action that endangers others, Township property, or disrupts work.
- o. Smoking in restricted areas or where no smoking signs are posted.
- p. Threatening or intimidating any other employee or the public.
- q. Sexual harassment of another employee.
- r. Sleeping while on duty.
- s. The use of profane, threatening or abusive

language toward a fellow employee or the public.

t. Violating Township policy regarding gambling on Township time and property.

u. Careless waste of material, abuse of tools or equipment.

v. Willful hampering of Township operations.

w. Using the telephone for long distance personal calls without permission of a supervisor.

x. Failure to report an injury.

B. In the event that disciplinary action consists of either a verbal or written notice, the following provisions shall apply:

a. If verbal, the department head shall inform the employee of the complaint and shall attempt to resolve the matter by discussing the infraction with the employee. If the matter can be satisfactorily resolved, the supervisor or department head may consider the matter closed. The supervisor or department head may at his/her option by memo inform the Administrator who will then place the memo in the employee's personnel file. If a memo is written, the employee will be allowed to see its contents prior to insertion in the file.

b. If the infraction is of such a nature that it should be committed to writing, a written memo setting forth the nature of the infraction and comments by the supervisor or department head shall be forwarded to the Administrator. A copy

of the memo shall be furnished to the employee. Within seven (7) days after receipt of the memo, the Administrator will schedule a meeting with the employee and the department head. A review of the facts will be made, and the Administrator will make a reasonable judgment based on the facts.

A written report of the meeting and of the action taken will be made and a copy placed in the employee's personnel file. A copy shall also be furnished to the employee.

5. The Administrator, based on the recommendation of the department head, may suspend an employee when such employee's performance or conduct justifies disciplinary action short of dismissal. The suspension shall be without pay for a period of no more than ten (10) working days.

ARTICLE 24

PAYCHECKS

Paychecks are issued weekly by the Treasurer's Office on Thursday morning. When Thursday is a holiday, checks will be issued on the day preceding the holiday or after the holiday. The Township has the right to change the payday and/or the frequency of the payday.

Mandatory deductions consist of the following:

1. Federal and State Income tax
2. F. I. C. A. (Social Security)
3. Unemployment Compensation Insurance
4. Pension (P.E.R.S.)

5. AFSCME Agency Fee

Authorized deductions may consist of the following:

1. P.E.R.S. Contributory Insurance
(mandatory the first year of enrollment)
2. United Way
3. Deferred Compensation
4. Payment of loans borrowed against an employee's Pension
5. Payroll deduction plan in cooperation with North Jersey
Credit Union
6. U. S. Savings Bond purchases
7. AFSCME Dues

Upon two (2) weeks advance request of the individual employee, vacation pay will be paid on the payday prior to the start of vacation period, without excessive deductions.

ARTICLE 25

PAY REDUCTIONS

No employee shall suffer a reduction in his or her hourly rate of pay because of the adoption of this Agreement, unless the employee has been properly demoted.

ARTICLE 26

LONGEVITY

A. All current permanent full time personnel employed by the Township prior to January 1, 1992 will be locked in at their 1992 rate of pay for the purpose of calculating all future longevity payments. They shall continue to receive their

longevity based upon the 1992 rate of pay and the existing longevity percentages and years of service as listed below:

After 5 years - 2% of 1992 base salary

After 10 years - 4% of 1992 base salary

After 15 years - 6% of 1992 base salary

After 20 years - 8% of 1992 base salary

B. All personnel currently receiving longevity pay employed by the Township shall be "grandfathered" at their existing longevity percentage so as not to lose any longevity payment they were receiving prior to the effective date of this collective bargaining agreement.

C. All personnel hired by the Township after January 1, 1992 shall not receive longevity payments.

ARTICLE 27

CREDIT INFORMATION

Only verification of employment will be given by the Administrator's office in response to telephone inquiries. Additional information concerning an employee's status will be furnished by the Administrator's office only upon written request from the inquirer and written release by the employee.

ARTICLE 28

HEALTH BENEFITS

A. The Township shall provide fully paid health insurance coverage under the State Health Benefits Program or another comparable medical/surgical insurance program, a Dental Insurance

program and a Prescription Drug reimbursement program for all permanent full-time employees and their eligible dependents.

B. There is a two (2) month waiting period for insurance coverage in the Health Benefit Plan, and a one (1) month waiting period for the dental and prescription plan. The prescription benefit under the Health Benefit Plan provides for a maximum payment of \$1.00 per prescription by employees. Employees are responsible for all deductibles.

C. Employees who have Medical and Prescription coverage through their spouse will be offered, unless prohibited by the insurance carrier, and annual incentive stipend of 33% of the total annual premium cost paid by the Township of Fairfield to waive Medical and Prescription coverage. Employees would be able to re-enter the Township plan only if one of the following criteria were met.

Spouse's employer discontinues or substantial diminution in level of coverage.

Spouse loses coverage through separation from the employer.

Marital status changes or the birth/adoption of a first child.

At the employee's option during the next open enrollment.

ARTICLE 29

LIFE INSURANCE

The Township, in addition to the contributory and noncontributory life insurance provided under P.E.R.S., shall provide additional life insurance through a self-insurance program in the amount of \$5,000.00 for all full-time permanent employees. When employment is terminated either through retirement or for other reasons, this life insurance coverage shall cease. The Treasurer's office is responsible for enrolling eligible employees.

ARTICLE 30

DISABILITY

An employee's eligibility for disability payments is subject to verification by a physician designated by the Township.

A. If a full-time permanent employee is disabled because of a job related injury or accident or illness, the Township will continue to pay the employee his/her full weekly salary, together with fringe benefits, for a period of up to one (1) year from date of injury, providing the employee during that period is] unable to perform any task for the benefit of the Township.

Any salary reimbursement from publicly funded sources or insurance (e.g. Worker's Compensation or disability insurance) that the employee may receive because of the sickness or injury shall be remitted by the employee to the Township. Pension contributions and other benefits will continue during this period. Should the employee remain totally disabled beyond the period of one (1) year, the Township will continue to provide the same health benefits program for the affected employee and his/her dependents that it provides for its other employees.

B. If a permanent full time employee becomes disabled because of a non-job related injury, accident or illness, the employee shall be covered under the provisions of the "Catastrophic Illness Benefits Policy." After all of the employee's sick time is exhausted, the disabled employee will receive at least sixty percent (60%) of his/her weekly salary from the Township for a period of up to six (6) months from the start of the leave (the six (6) month period includes the sick time off). During the part of the six (6) month period that the Township is paying the employee at sixty percent (60%) of his/her salary, the Township shall continue to pay the Township's portion of the employee's State pension contribution. The employee shall submit his/her portion of [the] pension contribution weekly. After the six (6) month period is exhausted, the employee will receive at least sixty percent (60%) of his weekly gross salary from insurance coverage provided by the Township and provided the

insurance provider deems the employee disabled. This benefit shall continue until the employee returns to his/her duties, reaches the age of sixty-five (65), or receives medical retirement status under the State Retirement system. The Township will continue to provide the same health and medical benefits program for the employee and his/her dependents as it provides to its other employees, for a maximum of one (1) year.

With the approval of the Administrator, the employee may remain on leave for an additional thirty (30) days without pay.

Disability is defined as an absence from duty due to injury or illness that renders the employee incapable of performing any task for the benefit of the Township as certified by a physician. The Township reserves the right to require that any employee claiming disability be examined by a physician of the Township's choice.

Nothing contained herein shall be construed as a limitation of the employer's rights regarding the continued employment of employees on disability leave.

ARTICLE 31

PENSION PLAN

A. Eligible employees (see Retirement Policy) must enroll in the Public Employees' Retirement System (P.E.R.S.) effective the date of their appointment. All provisions of the system are governed by State statute and administered by the State of New

Jersey, Division of Pensions.

The Treasurer's office will enroll new employees in the system and provide a booklet supplied by the state outlining the features of the plan.

ARTICLE 32

ON THE JOB INJURY

If an accident or injury occurs while an employee is on the job, the employee shall report the incident to his/her immediate supervisor or department head immediately, no matter how minor the injury or accident. After notification, it shall be the responsibility of the supervisor or department head to ensure that a written report is submitted to the Municipal Clerk on the proper forms within twenty-four (24) hours of notification.

A. An employee who is disabled because of a work related accident or illness is eligible for benefits under the Township's disability program as stated in this Agreement.

B. Employees returning from an authorized leave of absence because of a work related injury or illness will be restored to their original job classification provided they are able to perform duties of said job at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

ARTICLE 33

SICK BENEFITS

Sick time is defined as an absence from work due to personal

illness, accident, exposure to contagious disease or required emergency attendance upon a member of the employee's immediate family who is ill.

The Township has established the following policy regarding absence due to sickness or injury:

A. All permanent full time employees who are employed with the Township shall be entitled to ten (10) days paid per calendar year for absence due to sickness or injury. Employees shall earn ten-twelfths of a sick day for each month employed.

B. Each year employees shall be able to choose to either bank fifty percent (50%) of their annual unused sick days or be paid for one-half of their annual unused sick days by February 1 of the following calendar year. Even though an employee has accumulated twenty (20) sick days that employee will still continue to be entitled to ten (10) sick days per year. However when the maximum of twenty days are banked any unused sick days remaining at the end of the year must be cashed out at the rate of one-half (1/2) day for every unused day. Once a day has been banked it cannot be cashed out. Up to a maximum of twenty (20) days may be banked.

C. In addition to the above benefit, permanent full-time employees are entitled to no more than thirty (30) catastrophic sick days which may be utilized only once during any twelve month period for a particular condition, illness or injury, which may not be utilized again during said period for the same or similar

condition, illness or injury. Such catastrophic sick days shall not accumulate.

Catastrophic events, for which said catastrophic sick days may be utilized, are defined as illness or injuries requiring surgery, in-patient hospitalization or out-patient medical care services of a continuous nature so that said catastrophic events render the employee unable to perform any task for the benefit of the Township. Said determination of the employee's ability to perform light duty shall be made by the Administrator based upon a review of the employee's medical condition as assessed by the employee's physician and consultation with Department Heads in order that a return to work shall not exacerbate the employee's medical condition. Before using catastrophic sick days, the employee must utilize at least one-half of the banked and current sick days remaining for that calendar year in connection with said condition.

D. All permanent part-time employees shall be entitled to sick days on a prorated basis according to the number of hours or days they are regularly scheduled to work.

ARTICLE 34

ATTENDANCE

A. Regular and punctual attendance of employees is essential for the efficient operation of the business of the Township. Employees are required to be present and ready for work at their designated work stations, at the specified starting

times and up to closing time unless they are sick or on authorized leave.

A. Unsatisfactory attendance includes abuse of sick leave, absences that precede or follow regularly scheduled days off or holidays, and continual tardiness.

C. Any employee who is absent from work for a period of two (2) consecutive work days without notification to or authorization from the department head will be considered as having resigned "not in good standing."

D. Employees have the responsibility to notify their supervisor or department head of absences or lateness in advance whenever possible.

E. Employees must be warned by Department Heads about excessive absences and lateness.

F. After an employee has been absent from work due to an illness or injury for a period in excess of five (5) consecutive workdays, the department head shall require the employee to furnish a medical certificate of a physician having personal knowledge of the employee's condition in support of the employee's absence from work. Failure to submit such medical certificate will result in the sick absence being disapproved and the absence charged to leave without pay. Medical certificates will be forwarded to the Administrator's office.

G. Abuse of the attendance policy may be cause for disciplinary action.

ARTICLE 35

DISPATCHERS

1. Effective 1/1/99 an annual stipend of \$500 shall be paid to all Police Dispatchers who hold certification as Emergency Medical Technician. Such stipend shall be pro-rated for the months an employee holds such certification while employed by the Township and paid at the end of the calendar year.

2. Police Dispatchers will be granted one day off with pay for the purpose of completing Emergency Medical Technician training for the purpose of re-certification.

3. Upon appointment, each Police Dispatcher will be provided with:

- 3 pair pants
- 3 long sleeved shirts
- 3 short sleeved shirts
- 1 tie
- 1 belt
- 1 badge
- 1 name plate

The employer shall replace the above listed items as required and approved by the Chief of Police.

4. Dispatchers will be granted a one hour or two half hour meal breaks per shift, the timing and duration to be mutually agreed upon.

5. Dispatchers will be provided with 12 paid holidays per year which shall be paid to them in one payment on the second pay day of each November at the rate of pay then in effect.

6. Sick days, bereavement days and the personal day for

Dispatchers will be granted per shift.

7. Vacation time for Dispatchers shall be calculated based upon eight (8) hours of vacation time allowed for each vacation day entitlement.

8. Police Dispatchers who complete 3 years of employment with the Township of Fairfield will be classified as Senior Dispatchers and shall receive an annual stipend of \$500.00

ARTICLE 36

PERSONAL PROPERTY

The Township shall reimburse employees for the repair, if possible, or the replacement of personal property accidentally damaged while utilized by the employee in the actual performance of their duties.

Reimbursement for repair or replacement will only be provided to the extent that the employee's personal insurance will not cover the loss or damage. In order to obtain reimbursement, the employee's utilization of personal property must have been authorized in advance by the Administrator and Department Head.

ARTICLE 37

OUTSIDE EMPLOYMENT

A. Outside employment is permitted provided it does not interfere with an employee's performance or compromise an employee's position with the Township through conflict of interest.

B. Outside employment is not to interfere with the needs of the Township. An employee shall be available to work overtime when there is an emergency or a departmental requirement. An employee's position with the Township shall take precedence over any other employment.

ARTICLE 38

SETTLEMENT OF DISPUTES

Section 1: Grievance Procedure

a) The purpose of this procedure is to secure promptly, and at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

b) In the wording of this statement of procedures, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.

c) Any employee, or, in the case of a Union grievance as described in paragraph e of this Section, any designated representative, shall have the right to present his or her grievance through the Steps described in the following paragraphs without restraint, interference, coercion, discrimination, or reprisal.

d) If the Employer does not answer a grievance or an appeal thereof within the specified time limits or any mutually agreed to extension, the grievant, or in the case of a Union grievance as described in paragraph e of this Section, the Union,

may proceed to the next step of the procedure.

e) If, in the judgment of the Union, a grievance affects a group of employees, the Union may process and institute such a grievance through all steps of this grievance procedure, provided that group (or "Union") grievances shall not amend, modify, or delete any provisions of this Agreement. Such Union grievances may be initiated at Step Three of the grievance procedure.

f) The term "immediate supervisor" is hereby defined as the representative of the Employer who is directly responsible for supervising the work of the grievant or, in the case of a Union grievance, the affected group of employees, and who has been designated by the Employer to deal with Step 1 grievances. It is recognized that, in certain circumstances, the immediate supervisor may also be a Department Head.

g) The term "working days" as used in this Article shall not include Saturdays, Sundays, Holidays, or the grievant's (or in the case of a Union grievance, the group representative's) sick day(s), vacation day(s), or scheduled time off.

h) Time limitations set forth in this Article may be waived, modified, or extended by mutual agreement of the Employer and the Union.

i) Grievances involving the suspension or termination of an employee may be initiated at Step Three of the grievance procedure.

j) An employee may process his or her own grievance

through the Steps of this grievance procedure, provided, however, that a Union representative shall be present as an observer at any meeting or hearing on the individual's grievance.

Section 2: Procedure

a) Definition

The term "grievance" shall be defined as any grievance or dispute which may arise between the parties, including but not limited to the application, meaning, or interpretation of this Agreement.

[b) Procedure

Grievances shall be settled in the following manner:

1. **STEP ONE**

An employee who has a grievance may initiate it by giving written notice to his or her Department Head and Township Administrator within twenty (20) working days from the time the employee knew or reasonably should have known of the occurrence giving rise to the grievance. The grievance shall be discussed with the employee(s) involved, a Union representative, and the employee's Department Head and Township Administrator. An answer to the grievance shall be in writing and shall be made within five (5) working days to the Union and the employee(s).

Unless the parties have otherwise mutually agreed to an extension of the time within which an answer is to be given, if no reply is received within the aforementioned time period, the grievance shall be deemed denied and the employee or the Union

may proceed to Step Two.

2. STEP TWO

If the grievance is not settled through Step One, the same shall, within ten (10) working days following receipt of the Step One answer, or within ten (10) working days following the time such answer would have been due, be presented by the Union or the employee, in writing, to the Department Head.

Within five (5) working days following the Department Head's receipt of a Step Two grievance, a meeting shall be held at a mutually convenient time and place between the Department Head, the grievant, and the Union. A written decision will be given within five (5) days following the aforesaid meeting.

Unless the parties have otherwise mutually agreed to an extension of the time within which an answer is to be given, if no reply is received within the aforementioned time period, the grievance shall be deemed denied and the employee or the Union may proceed to Step Three.

3. STEP THREE

In the event that the grievance has not been resolved at Step Two, the employee or the Union may, within ten (10) days following receipt of the Step Two answer, or within ten (10) working days following the time such answer would have been due, present the grievance, in writing, to the Township Administrator or his or her designee. A copy of a Step Three grievance may be sent to the Mayor and Council.

Within ten (10) working days following receipt of a Step Three grievance, a hearing will be held at a mutually convenient time and place, between the employee, the Union, and the Township Administrator or his or her designee. Each party may present testimony, given by appropriate persons, bearing on the subject(s) of the grievance. A written response shall be given to the Union and the employee within ten (10) working days following the hearing.

4. STEP FOUR

If the grievance is not satisfactorily resolved in Step 3, the grievance together with all related documentation may be submitted within five (5) working days following receipt of Step 3 response to the Mayor and Council by the Union for formal hearing. After the hearing which shall be on the documentation submitted, the Mayor and Council will render a decision on the matter within fifteen (15) working days. The decision of the Mayor and Council shall be final.

Section 3: Matters Relevant to the Grievance Procedure

a) The Employer will give written notification to the Union of grievance hearings or meetings, beginning with Step Two, for all employees in the bargaining unit.

b) The Union reserves the right to have non-employee Union representatives at all steps of the grievance procedure.

c) Matters Relevant to Grievance Representatives

1. To the extent necessary, Union Grievance Committee

members or such other grievance representatives as the Union may designate may, upon obtaining approval from their respective supervisors, investigate grievances during working hours without loss of pay, provided that such investigation of an already formalized grievance shall not exceed two (2) hours. Approval for investigation time shall not be unreasonably denied.

2. A formalized grievance is defined as one which has been initiated at any step of the grievance procedure. A Grievance Committee member or other designated grievance representative who is investigating an already formalized grievance at any step shall notify the department head in the work area(s) where the grievance allegedly occurred of the intention to investigate a grievance and shall request the permission of the department head to proceed. Approval of the request will not be unreasonably denied. Both parties recognize that normal operations shall not be disrupted for the purpose of a grievance investigation.

Section 4: Grievance Committee and Stewards

a) The names of officers and stewards of the Local Union who may represent employees shall be certified in writing to the Employer by the Local Union. Individuals so certified shall constitute the Union Grievance Committee.

b) The officers of the Union and representatives of the grievance committee shall, when situations warrant, be free to bring to the immediate attention of the Township Administrator

any conditions which may be a threat to the normal operating conditions of the Employer.

c) Representatives of the Union who are not employees of the Township will be permitted to visit with the employees represented by the Union during working hours at their work stations for the purpose of discussing Union representation matters as long as the Employer's work does not suffer any undue delay. Such representatives shall also be recognized by the Employer as authorized spokespersons for the Union in meetings between the parties regarding employee representation matters.

d) A member of the Grievance Committee must be present at all grievance meetings or hearings.

ARTICLE 39

HOLIDAYS

A. All permanent full-time employees are entitled to thirteen (13) holidays a year as designated by memo from the Administrator. Nine holidays include:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day and the Day after
- Christmas day

To which are added three (3) floating holidays annually chosen by the employee with the consent of the appropriate supervisor and the Township's Administrator.

One half day will be granted for Christmas Eve and one half day will be granted for New Year's Eve. Should either day occur on a Saturday or Sunday the half day will be granted as an additional floating holiday.

B. If a holiday falls on a Saturday, it will be celebrated on the preceding Friday. If a holiday falls on a Sunday, it will be celebrated on the following Monday.

C. If one of the above holidays falls within an employee's vacation period, the day will not be charged against the employee's vacation entitlement.

D. Employees required to work on a holiday will be paid double time for all hours worked in addition to their regular holiday pay.

ARTICLE 40

PERSONAL DAYS

Permanent full time employees and eligible part time employees will be granted three (3) personal days per calendar year, to be taken during the calendar year and which may not be carried over.

ARTICLE 41

VACATIONS

A. Full-time permanent employees are entitled to annual vacations based on the following schedule and will be credited to the employee on January 1 of each year:

<u>Service</u>	<u>Allowance</u>
First (1 st) calendar year	½ working day per month of employment
Second (2 nd) thru sixth (6 th) calendar year	10 working days
Seventh (7 th) thru Eleventh (11 th) calendar year	15 working days
Twelfth (12 th) thru Sixteenth (16 th) calendar year	20 working days
Seventeenth (17 th) calendar year and thereafter	25 working days

A. Permanent part-time employees shall be entitled to vacation time on a prorated basis. Vacation days shall be accumulated on the basis of customary work days for the part-time employee.

C. All personnel currently employed by the Township on the effective date of this Agreement shall be "grandfathered" at their existing benefit level for vacation so as not to lose any vacation days from the amount of days they were receiving prior to the implementation of this Agreement.

D. Vacation shall not be cumulative and must be taken within the year earned. Vacation time not taken within the year earned shall be considered as forfeited except in cases where the department head and Administrator agree that the employee cannot take all of the accrued vacation. In such cases, no more than one-half (1/2) of the previous year's vacation may be carried over and must be used by July 1 or it shall be forfeited. Requests to carry over unused vacation days into the following

year must be submitted to the Department Head for approval by November 1 and then forwarded to the Administrator for approval by December 1.

E. An official holiday occurring during an employee's vacation leave period shall not be counted as a day of vacation.

F. Department heads will ensure that employees use vacation earned so that employees do not forfeit their vacation days at the end of the year.

G. Upon termination or resignation, entitlement to vacation time shall be determined in full days only and shall be prorated in accordance with actual time employed during that calendar year.

H. Employees may receive advance payments of salary immediately prior to scheduled vacation, provided a written request is submitted to the Treasurer's Office at least two (2) weeks in advance of the scheduled vacation.

K. The department head reserves the right by reason of pressure of business for the general welfare of the Township, to designate the periods during which an employee may take a vacation. In case of conflict in vacation schedules, an employee's length of service with the Township will be used to determine preference. However, in any instance proper staffing of the department must take precedence over all other considerations in scheduling vacations.

L. Requests for single day vacations should be submitted

at least three (3) days in advance to the department head. The minimum amount of vacation that can be taken at one time is one-half day.

ARTICLE 42

BEREAVEMENT LEAVE

A. Permanent full-time and permanent part-time employees will be granted, upon approval of the department head and the Administrator, time off with pay from the day of death until the day of the funeral, inclusive, in the event of death in the immediate family.

B. This leave is not to exceed three (3) consecutive days. An employee may request additional leave in excess of three (3) days where exigent circumstances of hardship necessitate the request. The additional time off shall be deducted from accrued vacation or shall be charged as leave without pay. The request for additional leave shall be made to the Administrator.

C. An employee should notify the department head and the Administrator of a death in the family and of the need for leave as soon as practical. Reasonable proof of death (and/or of relationship) shall be submitted to the department head.

D. "Immediate family" shall mean spouse, parents, child, stepchild, parents-in-law, stepparent, grandparent, grandchild, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law or family members in residence not described.

E. Permanent full-time and permanent part-time employees

will be granted, upon approval of the department head and the Administrator, time off with pay for one (1) day in the event of death of an aunt, uncle, niece or nephew.

ARTICLE 43

MATERNITY BENEFITS

A. Permanent full-time employees who become pregnant are entitled to continue their employment as long as they are able to perform their duties.

B. The employee shall submit to her department head or supervisor a written request for maternity leave, together with verification from her physician, at least one (1) month before her intended leave. The request shall then be submitted to the Administrator, for approval. The approval shall include the dates and length of time of the leave. The employee shall first be required to use any unused sick time. After the sick time is exhausted, payment for maternity leave shall be limited to a period of eight (8) weeks at fifty percent (50%) of the employee's salary. The Township shall continue to pay for the employee's health benefits during the eight (8) week period.

C. If the employee is unable to return to work because of medical reasons, a certificate from the physician specifying the reason shall be submitted. In such an instance, the employee shall be entitled to an additional thirty (30) day leave without pay.

B. If the employee wishes to return to work before the

approved leave has elapsed, she may do so provided that she supplies a certificate from her physician indicating that she is able to return to work. In any case, it shall be the employee's responsibility to supply certification from her physician indicating her ability to return to work prior to resuming her employment. With the approval of the Administrator, the employee may remain on leave for an additional thirty (30) days without pay.

E. EXAMPLE

Employee has submitted her written request for maternity leave and the Administrator has approved maternity leave which will begin on May 4. On her last day of work, employee had five (5) sick days remaining. As such, during the first five (5) days of her maternity leave, the employee will be paid her full salary of \$500 per week. Thereafter, the employee will be paid sixty (60) percent of her salary, or \$300 per week, for eight continuous weeks. In the particular example, the employee's actual maternity leave was for nine (9) weeks - one week of sick days plus an additional eight weeks. If the employee had ten (10) sick days, then her maternity leave would have been for ten (10) weeks.

ARTICLE 44

JURY DUTY

A. In the event an employee is called to jury duty, time off without loss of pay will be granted.

B. Absence from work will not be counted against any accumulated vacation time of the employee. The employee will be paid only for the time required to serve on jury duty, and if there are times the employee is not scheduled for jury duty or is released early, the employee must return to work.

C. The employee must present a copy of the Summons to Jury Duty to his/her department head immediately upon receipt. The department head will forward a copy to the Administrator's office.

D. County payment to the employee may be retained by the employee to be used for personal expenses incurred while on jury duty.

ARTICLE 45

LEAVE OF ABSENCE WITHOUT PAY

A. An employee desiring a leave of absence shall submit a request in writing to his/her Department Head stating the reason for and duration of the leave requested. The request together with the comments from the Department Head, will be forwarded to the Administrator. The Mayor and Council, based upon the recommendation of the appropriate Department Head and Administrator, may either approve or deny the request.

Employees have the option to pursue a leave of absence under the state and federal Family Leave Act.

B. Leave without pay in any event will not exceed a six (6) month period. Leave without pay will not be granted in cases

where a change of employment is involved.

C. An employee on leave will not be entitled to benefits during the duration of the leave, but upon return from leave will be entitled to a position of equal status, and prorated benefits.

D. If such leave is granted, it is necessary that a copy of the approving resolution be sent to the Division of Pensions of the State of New Jersey.

E. No employee shall return to work prior to the expiration of his/her leave without prior approval of the Township Administrator. An employee who works for another employer during his/her leave or who gives a false reason for leave shall be disciplined up to and including discharge.

F. An employee who does not return from, or who overstays, a leave of absence, may be considered to have quit his/her employment, and if rehired, shall be considered a new employee.

G. During approved leave of absence, the employee may continue health insurance or pension coverage by paying the cost of such coverage to the Township every two (2) months.

ARTICLE 46

OTHER LEAVE

A. Military Leave

Bargaining unit employees shall be granted all rights with regard to military leave under applicable federal and state statutes and regulations.

B. Union Leave

1. Attendance at Conferences and Conventions:

Members of the Union who are elected or designated by the Union to attend any meeting or educational conferences of the Union or other body to which it is affiliated shall be granted the necessary time off, without pay, provided that notification is given to the Employer by the Union at least two (2) weeks in advance, and also provided that such requests are not in excess of three (3) working days per year in the aggregate.

ARTICLE 47

TUITION REIMBURSEMENT

Subject to prior Township approval, the cost of college or technical courses required by the employer to be taken for the performance of the employee's job will be paid for by the Township, provided the employee receives a passing grade for the course. Requests for payment must be submitted and approved prior to registration for the course. The employer reserves the right to reasonably assign appropriate employees to specific tasks in order to satisfy regulatory and statutory requirements and will provide the specific training, if necessary, required for the performance of such tasks at the employer's expense.

ARTICLE 48

SUNDAY AND HOLIDAY PAY

Employees will receive double their hourly rate of pay for all work performed on Sunday or a listed Township holiday in addition to their regular holiday pay.

ARTICLE 49

WAGES

A. All employees covered by this Agreement shall receive the following increases to their wages:

1. Effective and retroactive to January 1, 2006 - 4% added to the base.

2. Effective January 1, 2007 - 4% added to the base.

3. Effective January 1, 2008 - 4% added to the base.

B. Title Changes, Grades and Salary Adjustments.

Management Agrees to review titles, grades and salary adjustments upon presentation by the union.

ARTICLE 50

SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be held unlawful and unenforceable by operation of law or by any court of competent jurisdiction, and therefore invalid, such invalidation shall apply only to the specific Article, Section, or portion thereof directly specified. Upon the occurrence of such invalidation, the parties agree to immediately meet in order to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 51

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all

bargainable issues which were the subject of negotiations. There shall be no modification of this Agreement, except as otherwise provided for herein, unless the parties mutually agree, in writing(s) executed by both parties, to such modification. In the event this agreement is silent as to a particular subject the appropriate provision of the Township Policy and Procedure Manual in effect as of March 1, 1999 shall apply to the extent that the subject is covered therein.

ARTICLE 52

TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2006 through December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and agents and their corporate seal to be hereto affixed, the day and year first above written.

ATTEST:

COUNCIL 52, LOCAL 2192A
AMERICAN FEDERATION OF STATE
COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

By Glen Plimstead

By Theresa M. Jago

Council 52

By Al Lann
Staff Representative

Township of Fairfield in the
County of Essex

By Bob Power