

PREAMBLE

This Agreement entered into this 27<sup>th</sup> day of October, 2004, by and between the TOWNSHIP OF MANALAPAN, in the County of Monmouth, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and, duly appointed representative of certain employees of the Township, hereinafter referred to as the "Union," represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE 1

RECOGNITION

A. The Township recognizes the Union as the exclusive bargaining representative for all Department of Public Works full time and permanent part time employees including, mechanics and helpers, and custodial staff as may be included. All Township managerial, confidential and supervisory employees, clerical, guards, police (including dispatchers) and any employee covered by another bargaining agreement shall be excluded.

B. The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

ARTICLE II

NON-DISCRIMINATION

A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin, political affiliation or handicap.

B. The Township and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against an employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE III  
MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Township government and its properties and facilities and activities of its employees by utilizing personnel, methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct and introduce new or improved methods and equipment, to contract out for goods and services with prior notice, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and to require compliance by the employee is recognized.

4. To hire all employees, and subject to the provision of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

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

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and/or nonproductive, or for other legitimate reasons

7. The Township reserves the right with regard to all of the conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

8. The Township agrees to comply with N.J.S.A. 40A:9-160.I without restriction.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of the policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A, or any other national, state, county or local law or regulation.

D. Bargaining unit members, the Union, and the Township recognizing that the use of illegal drugs threatens the health and safety of the users as well as those affected by their actions, endangers the security and welfare of their families, and damages the reputation of themselves and the Township, hereby grant the Township the right to take all reasonable actions to prevent the use of such drugs, including drug testing as permitted by law by competent and qualified professionals, and also the right to take appropriate disciplinary action including dismissal from service.

E. Employees taking prescribed medication ordered by a physician, shall be confidentially screened and resolved by the Administration and the employee involved.

ARTICLE IV  
DUES DEDUCTION

A. The Township agrees that it will give effect to the following form of Union security: All present employees who are members of the Union on the effective date of the Agreement shall remain members of the Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Union and do not become members within thirty-one (31) days after the effective date of the Agreement will pay a representation fee set forth hereafter.

B. It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have a chance to join the Union within thirty-one (31) days thereafter or pay to the Union a representation fee.

C. Check-Off of Union Fees

1. The Township hereby agrees to deduct from the wages of employees by means of a check-off, the dues uniformly required by the Union, pursuant to the provisions of N.J.S.A. 52:14-15.9e. The Township, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deduction shall be made from each pay in accordance with past practice.

2. Any member not receiving a paycheck in the week when dues are normally deducted will have the dues deducted from the first paycheck they receive in the month. Members who do not receive any paycheck in a month shall have their dues deducted for the months when dues were not deducted unless the member has taken out a withdrawal card from the Union.

3. In making the deductions and transmittals as above specified, the Township shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

D. Representation Fee

1. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Prior to the beginning of each membership year, the Union will notify the Township, in writing, of the amount of the regular membership dues, initiation fee and assessments charged by the Union to its members for that membership year. The representation fee to be paid by non-members will be up to eighty-five (85%) of that amount.

3. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fee and assessments, charged by the Union to its own members, and the representation fee has been set at up to eight-five (85%) percent of that amount.

4. (a) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Township a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with sub-paragraph (b) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

(b) The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (1) Ten (10) days after receipt of the aforesaid list by the Township; or
- (2) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

(c) If an employee who is required to pay the representation fee terminates his or her employment with the Township before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

(d) Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the Union.

(e) The Union will notify the Township, in writing, of any changes in the list provided for in sub-paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Township has received said notice.

(f) On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The Township further agrees to notify the Union in the event dues of an employee cannot be deducted from the designated salary and the reason thereof.

(g) The Union shall establish and maintain at all times a demand and return system as provided for by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Union shall be available to all employees on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Township shall immediately cease making said deductions.

E. The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, damages or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards (regarding dues check-off) as furnished by the Union to the Township and/or upon fair share information furnished by the Union or its representative, regarding the collection of representation fee, as outlined in this Article.



ARTICLE V

VISITATION BY UNION REPRESENTATIVES

Providing prior approval is obtained from the Township, an authorized representative of the Union may have access to the Township's facilities during working hours for the purposes of adjusting disputes and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Township's working schedule. The Union shall provide the Township, in writing, with a list of the authorized representatives.

## ARTICLE VI

### GRIEVANCE PROCEDURE

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

B. With regard to employees covered by this Agreement, a "grievance" shall be a claim made by an employee that said employee has been harmed by the interpretation or application of this Agreement.

C. A grievance to be considered under this procedure must be instituted in writing within five (5) working days from the time when the cause for the grievance became apparent to the grievant, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance.

D. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation incorporated by reference in this Agreement, either expressly or by operation of law, shall not proceed beyond Step One herein.

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

#### Step One:

The aggrieved or the Union shall institute action under the provisions hereof within five (5) working days after the event or discovery of event and within 10 working days after institution of the grievance an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purposes of resolving the matter informally.

#### Step Two:

If no agreement is reached orally within five (5) working days of the initial discussion with the immediate supervisor, the Township or the Union may present the grievance, in writing, within five (5) working days thereafter to the Superintendent or Director or designee. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section(s) of the contract violated, and the remedy requested by the grievant. The Superintendent or Director or

designee shall answer the grievance, in writing, within five (5) working days of receipt of the written grievance.

Step Three:

If the Union wishes to appeal the decision of the Superintendent or Director or designee, such appeal shall be presented to the Administrator within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Administrator shall hold a hearing within 10 working days and respond, in writing, to the grievance within five (5) working days of the hearing.

Step Four:

If the grievance is not settled through Steps One, Two, or Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission.

1. The costs of the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

2. The parties direct the arbitrator to decide, as a preliminary question, whether he has the jurisdiction to hear and decide the matter in dispute.

3. The arbitrator shall be bound by the provisions of this Agreement, the Constitution of the United States and laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

4. The Union and the Township shall be limited to placing one (1) issue before an arbitrator at any one (1) time. Arbitrators shall be prohibited from hearing more than one (1) grievance, except by mutual consent of the parties.

F. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

G. The aggrieved employee shall have the right to request the presence of the Shop Steward during any attempt between the parties to resolve the written grievance.

H. At the request of the employee, Union representation may be present at any level of formal disciplinary action.

ARTICLE VII

BULLETIN BOARD

A. The Township agrees to maintain a bulletin board for the use of the Union solely for the posting of notices relating to the meetings and official business of the Union.

B. Only material authorized by the signature of the Union President, Steward or alternate(s) shall be permitted to be posted on said bulletin board. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article. A copy of all notices to be posted shall be sent to the Township Administrator at least 48 hours prior to posting.

ARTICLE VIII

RESERVED

## ARTICLE IX

### SENIORITY, PROMOTIONS, TRANSFERS AND JOB VACANCIES

A. The Township shall maintain the evaluation procedure by which written evaluations of an employee's job performance may provide criteria for promotions and transfers. The Superintendent or Director or their designee shall be responsible for evaluating all employees covered by the Agreement.

B. If new jobs are created or permanent vacancies occur of at least thirty (30) days duration for a higher rated position, the Township shall determine the qualifications required for such position, post a notice of the vacancy on the bulletin board for a period of five working days, and shall determine which, if any, of the applicants meet the qualifications. The most senior of those determined to be qualified shall be a successful bidder, so long as the employee in question meets all the required qualifications for such job. A determination of qualifications shall be made by the Township and shall not be subject to the grievance procedure.

C. The Township agrees to post a notice of any new job or vacancy on the bulletin board for a period of five (5) working days. Such notice shall contain a description of the job, the job qualifications, the rate, and when the job shall become available. Employees who are interested, in order to be eligible, must sign the notice. An employee who fails to sign the notice shall not be eligible for the vacancy or position in question. Preference will be granted on the basis of Departmental seniority, provided the applicant has the necessary skills and ability to perform the work required as determined by the Superintendent or Director or the designee. However, all employees are eligible to bid. Transfers will be based upon seniority and job qualifications.

D. Any employee so selected to fill such job shall be granted a training period of thirty (30) calendar days. If it shall be determined by the Township during the training period that the employee is unqualified to perform the duties to which he is promoted, the Township shall place the employee in his former position or a position equivalent thereto. The promoted employee shall receive the rate for the job in question as of the day that person begins his training period. If removed from the position, during or at the end of the training period, the employee shall then receive the rate of the position to which the employee is assigned following his removal.

E. The Township shall establish and maintain a seniority list, names and dates of employment, and the date of last hire with the employee with the longest length of continuous and uninterrupted service to be placed at the top of said seniority list. The names of all employees with shorter continuous service shall follow the names of said senior employee, in order, until the name of the employee with the shortest

length of continuous service appears at the end of the list. The seniority of each employee shall date from the employee's date of last hiring with the Township.

F. Seniority is hereby defined as an employee's continuous length of service with the Township beginning with his date of hire and shall refer only to regular full-time permanent Township employees covered by this Agreement. After an employee has completed his probationary period, the employee shall gain seniority status and the seniority on the seniority list shall revert to the first day of his probationary period.

G. Departmental entities shall prevail in determination of seniority. Seniority shall be considered in all provisions of this Agreement where preference for such may be exercised by the Township.

H. The Township agrees that it will not engage any new employees unless all regular, full-time employees are working the scheduled hours.

I. In the event of a reduction in the number of persons in a job classification or the abolishment of a job classification, the displaced employee may bump into a classification: first, which carries the same rate of pay; secondly into a classification carrying a lesser rate of pay; and finally, into a classification carrying a higher rate of pay. However, no employee may bump into another classification of pay unless the employee in question is qualified to perform the duties of the position in question as determined by the Township.

J. Notice of any impending lay-off shall be served upon the affected employee(s) and the Union, and placed on the bulletin board forty-five (45) days prior to such lay-off becoming effective.

K. An employee's seniority shall cease under the following conditions including those previously mentioned in this Article:

1. Resignation or termination of the employee's employment for just cause;
2. Failure of the employee to report no later than the regular shift beginning on the seventh (7th) calendar day following the date of the receipt accompanying the notice mailed by certified mail to the employee's last known home address as contained in the department file regarding recall from layoffs;
3. Layoff of the employee for more than twelve (12) consecutive months (if no recall has been specifically provided for previously);
4. Failure to notify the Township of absence of more than three (3) consecutive working days; and/or;
5. Failure to report to work upon returning from a leave of absence.

ARTICLE X

PROBATIONARY PERIOD

A. All employees covered by this Agreement shall serve a probationary period of (6) six months.

B. During the aforementioned probationary period, the Township may discharge said employee for any reason whatsoever. An employee who is discharged during his probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Township shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during their probationary period.

C. During the probationary period, the employee will be authorized holiday pay and accrue vacation, sick and personal days. The probationary employee will be eligible for hospitalization and dental coverage after sixty (60) days. Employees may use accrued sick days after three (3) months of employment. Vacation and personal days may not be used until the six (6) month probationary period has ended.



ARTICLE XI  
LUNCH AND BREAKS

- A. There will be one fifteen (15) minute paid break in the morning scheduled by the supervisor.
- B. There will be an unpaid thirty (30) minute lunch period scheduled by the supervisor.
- C. There will be one fifteen (15) minute paid break in the afternoon scheduled by the supervisor.

ARTICLE XII

HOURS OF WORK

A. The standard workweek for employees, excluding custodians, shall consist of five (5) consecutive days, with a forty (40) hour workweek.

B. Regular hours, excluding custodians, shall be from 7:00 a.m. to 3:30 p.m., Monday through Friday. However, management may schedule an alternate starting time as long as each day consists of at least eight (8) working hours.

ARTICLE XIII

OVERTIME AND PREMIUM PAY

A. General

1. It is recognized that the needs of the Township may require overtime work beyond the employee's standard daily or weekly schedule and that the jobs involved must be adequately manned by qualified employees working on an overtime basis. There are two types of overtime to be considered, one which will be designated as anticipated overtime, an example would be scheduled leaf collection on a Saturday. Another would be emergency overtime, the obvious example of which is a snow or ice storm. The amount of overtime in the schedule for working either type of an overtime situation shall be established by the Township and employees shall work such overtime as scheduled unless excused by the Township.

2. The opportunity to work overtime will be distributed as evenly as practicable among employees. The procedure for this is as follows:

(a) Emergency overtime shall be defined as any overtime that extends the normal working day or an employee is called on the telephone and asked to come in immediately. This can be any day of the week. The procedure for emergency overtime is as follows:

(1) Management shall draw up and maintain a list of all members of the Department of Public Works by seniority (by sub-departments of DPW, mechanic and custodian). In the event two or more members have the same starting date, they should be listed alphabetically. This list should be posted in a convenient location for easy access by everyone.

(2) Beginning in the order of seniority and then on a rotating basis the members will be called in sequence as emergency overtime situations occur

(3) In the event the director or his assistant cannot reach the name on the list whose turn it is to be called, that name misses a turn.

(4) If a telephone answering device is used on the employees primary listed telephone, the director or his assistant will leave the message with a date and time and will wait for five (5) minutes only for an employee to return the call. If the employee has listed a secondary telephone number to call as a back-up then management will also call that number if the employee does not answer the primary. If no return call is received, the next man on the list will be called. In the case of an emergency, the supervisor may go immediately to the next person on the list.

(5) If the director or his designee attempts to assign overtime on either an anticipated or emergency basis, and in conformance with the contract goes through the list on a seniority basis; the Director or his designee may order as many employees as necessary to work, working up from the least senior position. In the case of anticipated overtime, twenty-four hours notice shall be required.

(b) Anticipated overtime shall be defined as any overtime that is scheduled by management but it is not immediate. The procedure for anticipated overtime shall be as follows:

(1) The Union shall draw up and maintain a list of all members of the Department of Public Works (by sub-departments of DPW, mechanics and custodian) by seniority. In the event two or more members have the same starting date, they should be listed alphabetically. This list should be posted in a convenient location for easy access by everyone. The union may, at the direction of the membership, keep a second chart specifically for Sundays.

(2) Beginning in the order of seniority and then on a rotating basis with those who are interested, members will be called in sequence as anticipated overtime situations occur and their names checked off.

3. In the event that the Township declares an emergency, it is understood that any qualified individual may be assigned to work during the emergency.

4. In the event an employee is ordered to "stand by" at home pending a possible call in, he/she will be paid straight time until actually called in or notified that his/her services will not be required.

Should the employee, after being placed on stand by, fail to remain at home and is unable to be contacted again, he/she shall be subject to disciplinary procedures.

B. Overtime Pay for Employees

Any employee who works more than forty (40) hours in any given week shall be paid at one and one-half (1 1/2) times his regular rate of pay for the standard weekly work schedule. An employee shall be paid two times his regular rate of pay for Sundays. For the purposes of this paragraph only, the time worked shall include an excused absence for which the employee has been paid. If an employee has an unexcused or unpaid absence during the normal workweek, then overtime will be paid for all work performed in excess of forty (40) hours.

C. Overtime shall be distributed as equally as practical among the employees qualified and capable of performing the work available, except an employee shall not be removed from a job that said employee has been performing on that day in order to provide such equitable distribution of overtime. Overtime worked shall be kept to a minimum except in cases of emergency, and must be authorized in advance by the Superintendent or the Director or their designee.

ARTICLE XIV

EMERGENCY OVERTIME MEAL ALLOWANCE

A. The Township shall supply restaurant credit for the purpose of meal allowance during emergency overtime pursuant to the present practice. Employees shall be entitled to credit of up to ten (\$10) dollars for meals. The credit may not be used for alcoholic beverages or cigarettes. Forty-five (45) minutes shall be allowed for each meal.

B. When an employee works through a normal work day (8 hours) and continues on emergency overtime until ten (10) continuous hours have been worked, a 45-minute meal break will be granted along with a \$10.00 meal allowance. Said meal break and allowance will be allowed every five (5) hours from the completion of the previous meal thereafter until management terminates the overtime. Meal allowance will not be applied to voluntary overtime.

C. During emergency overtime which begins sometime after the end of a normal work day or anticipated overtime day, the 45-minute meal and \$10.00 meal allowance will be granted every five hours from the completion of the previous meal. This will apply to standby "short crews" who are housed at the Department of Public Works location.

D. The employee will be required to sign any form furnished by the Township certifying the cost of any meal. In addition, all employees must go to an establishment located in Manalapan unless none can be found that are open for business.

ARTICLE XV

RECALL PAY

A. If an employee is recalled to duty by the Superintendent or Director or their designee, he shall receive a minimum guarantee of three (3) hours compensation at the overtime rate. The Township shall have the right to retain the employee on duty for the minimum time period.

B. If an employee is scheduled to work on his day off and if he is not notified of any cancellations for that day one (1) hour prior to his regular starting time, then he shall be entitled to three (3) hours to his regular pay at his regular rate.

ARTICLE XVI

HOLIDAYS

A. Employees shall be entitled to fourteen (14) paid holidays each year, which are as follows:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Lincoln's Birthday
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- General Election Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

B. When the holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

When the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

C. Employees are required to work the last working day prior to the holiday and the first working day following the holiday in order to be paid for the holiday.

D. When an employee works on a holiday, he shall receive one and one-half (1 1/2) times his straight time hourly rate for all hours worked in addition to his eight (8) hours straight time for holiday pay. When eight hours of an "observed" holiday are worked, any additional hours worked will be at double time.

E. An employee on sick leave either before or after a holiday shall be eligible for holiday pay. However, acceptable medical evidence of the need for said sick leave may be required by the Administrator to prove such need.



ARTICLE XVII

WAGES

- A. Employees are assigned step and position as listed in the following charts.  
The existing pay plan in effect as of December 31, 2003 shall be increased by four percent (4%) for 2004.  
The existing pay plan in effect as of December 31, 2004 shall be increased by four percent (4%) for 2005.  
The existing pay plan in effect as of December 31, 2005 shall be increased by four (4) percent for 2006.
- B. For the duration of this contract, employees will advance one step one year after their hire date and one step each January 1 thereafter until reaching their top step.
- C. Employees are required to do all work for which they are deemed qualified as assigned by their supervisor, with no loss in pay for higher rated or positioned employees when they perform work normally assigned lower rated or positioned employees.
- D. Salary and benefit increases, as reflected in this contract, shall apply only to employees on the Township payroll as of and those employees hired subsequent to, ratification by the Union and acceptance by the Township and authorized signatures affirming same.
- E. After an employee has completed eleven (11) through fifteen (15) years of service, he shall be entitled to a \$500 longevity payment annually on a pro rata basis; for sixteen (16) through twenty (20) years of service, this will increase to \$750; for twenty-one (21) years of service and greater, this will increase to \$1,000.
- F. Pesticide Applicators will receive annual stipends as follows: \$750 for the year 2004; \$1,000 for the year 2005; \$1,000 for the year 2006.
- G. Salaries by employee name are listed in Attachment A. The step guide by job title are listed in Attachment B. Classifications for each job title are listed in Attachment C.

ARTICLE XVIII

VACATIONS

A. Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

<u>Years of Service</u>	<u>Number of Vacation Days</u>
From the start of employment to the end of the first (1st) calendar year of service	One (1) working day per month
Beginning the second (2nd) calendar year of service	Twelve (12) working days
Beginning the sixth (6th) calendar year of service	Fifteen (15) working days
Beginning the eleventh (11th) calendar year of service	Eighteen (18) working days
Beginning the sixteenth (16th) year of service	Twenty-one (21) working days calendar
Beginning the twenty first (21) Calendar year of service	Twenty-five (25) working days

B. The vacation period shall be the calendar year from January 1 through December 31.

C. Vacation shall be scheduled by the respective Director of Public Works, giving preference to employee choice according to seniority, where practicable, and consistent with continued efficient operation. Request for vacation time to be taken in blocks of one week or more should be submitted by the end of February for that calendar year. Requests to take individual vacation days should be submitted two weeks prior to the date being requested.

D. Accumulated vacation is forfeited if at least fourteen (14) days notice of intention to terminate employment is not given in writing by the employee to the Administrator. This requirement may be waived and/or modified with the written consent of the Administrator.

E. Extra compensation shall not be allowed in lieu of unused vacation.

F. Vacation days are earned and accumulated on a pro rata monthly basis.

G. No more than two (2) employees of the Public Works Department may be authorized vacation on the same day between December 1 and March 31. Employees authorized vacation during this period must contact the DPW Director daily and return immediately to duty if required by the DPW Director, unless excused at the start of their vacation of either or both of these conditions by the DPW Director.

H. An employee shall be able to utilize vacation time in one-half day increments no more than six (6) times in a one-year period; so long as one week's notice is provided and the requirements under sections C and G of this article are met.

I. An employee shall be able to carry over five vacation days into the following year. Under no circumstances, however, will an employee be able to accumulate more than five (5) days over and above his allotted vacation time.

ARTICLE XIX

PERSONAL DAYS

A. Permanent employees shall accrue one (1) personal day for every four (4) months to a maximum of three (3) days leave of absence per year with pay for personal matters concerning the employees. Such days shall not be carried into the succeeding year(s). Payment for unused days shall not be permitted.

B. Personal days are for the purposes of conducting personal affairs of a non-recreational nature or professional affairs which cannot be carried out after scheduled work hours.

C. Application for such leave must be submitted, in writing, at least three (3) working days in advance, except in the event of emergency. The request may be denied by the Superintendent or Director when it is necessary to meet the demands of the Township.

D. The three (3) working days advance request requirement shall be waived when a request for a personal day arises from an emergency situation which would make such advance request impossible or impractical, provided, however, the Township reserves the right to request that an employee supply proof or documentation of the emergency condition or situation. For purposes of this Article, an emergency condition or situation is one in which the employee could not have reasonably anticipated and/or which requires personal action or attention by the employee that cannot be postponed for at least three (3) working days and cannot be reasonably accomplished during non-working days.

E. Personal days may be taken in one-half (1/2) day units, but no smaller. Temporary employees and part-time employees are not eligible for this benefit, nor employees on probation during their time of probation.

F. Personal days will be earned with the completion of each four month period.

ARTICLE XX

SICK LEAVE

- A. Sick leave is defined as an absence of an employee from post or duty because of illness, accident, or exposure to contagious disease.
- B. Sick leave shall accrue for regular full-time employees at the rate of one and one-quarter (1 1/4) working days for each month of service from the date of permanent employment and accumulate from year to year. Sick leave will not be advanced without the written consent of the Administrator.
- C. All sick leave shall be available starting January 1 of the employee's third calendar year of employment with the Township, although not earned per paragraph B. of this Article; however, if the employee resigns, retires, or is terminated and has not earned sick leave already taken, then the employee owes the employer pay for those unearned days.
- D. Accumulated sick leave may be used as needed, consistent with all provisions of this article, when the current year's sick leave allocation is exhausted.
- E. An employee who is absent for reasons that entitle him to sick leave shall notify his Supervisor within fifteen (15) minutes of the employee's usual reporting time. Failure to give such notice may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action. If an employee is unable to report his absence from duty, a relative or other responsible person shall notify the Department with all pertinent facts. Employees, when sick or injured, shall be responsible for notifying the Department as to their place of confinement or any subsequent change in their place of confinement. If an employee is unable to report confinement or change in such, a relative or other responsible person shall notify the Department with all pertinent facts.
- F. An employee who has been absent for three (3) consecutive days must furnish a doctor's note stating the nature of the employee's illness or injury and verifying that the employee was unable to work. In addition, the note must state that the employee is fit to return to work and is able to resume his normal duties. The Township shall also have the right to have the employee examined by a physician of its own choice to determine whether or not the employee is able to resume his duties and employment.

- G. When the Superintendent or Director determines a pattern of suspected illness or abuse of illness exists, or persists in occurrences of one (1) day or two (2) days absence on the employee's record, the Superintendent or Director or their designee shall have the right to demand a physician's certification of illness, notwithstanding the three (3) day limitation. Refusal to comply with requests for a physician's certificate of illness will subject the employee to disciplinary action.
- H. In all cases of reported illness or disability, the Township, in its sole discretion, may require the employee to submit acceptable medical evidence of proof of illness or disability. The Township, also, in its sole discretion, reserves the right to send a visiting nurse or the Township Medical Officer to investigate said reported illness or disability and/or to have said employee examined by a physician designated by the Township. The Township will pay the cost of the examination requested by the Township.
- I. Sick leave cannot be allowed for ordinary dental care, nor for the services of an oculist for normal eye care, as such professional services are readily available outside of work hours.
- J. Under no circumstances will any combination of sick leave benefits with Public Assistance, Worker's Compensation or Disability insurance income benefits exceed an employee's regular straight time base rate of pay.
- K. Sick leave shall be payable only in respect to the work day in which the employee would otherwise have worked in no event will it apply to an employee's scheduled day off, holiday, vacation, leave of absence or any day for which an employee has received full pay from the Township.
- L. Sick leave will not be allowed on an hourly basis, the least amount of time chargeable against sick leave is one-half (1/2) day.
- M. For duration of this contract, all employees covered by this Agreement will be eligible to receive an attendance bonus of three hundred (\$300) dollars per eligible person. To be eligible for said attendance bonus, an employee must use five (5) or fewer sick days in a year. Such payment shall be made in the first pay in January for the previous year for each eligible employee. The attendance bonus is being given as an incentive to employees covered by this Agreement to attend work in order to provide the residents of the Township a more efficiently operated Public Works Department.

N. An employee may utilize up to five (5) accumulated sick days per year to care for a family member who is suffering from a serious illness, as defined by the Family Medical Leave Act. The term “immediate family” for the purpose of this section shall refer only to the employee’s spouse, dependent child or dependent parent. Moreover, the employer has the right to request a medical certification regarding the member’s serious illness.

ARTICLE XXI

LEAVES OF ABSENCE

- A. Any employee desiring a leave of absence from the Township shall secure written permission from the Township. Such leave shall be without pay.
  
- B. Approval of such leave of absence shall be at the sole discretion of the Township.
  
- C. The maximum leave of absence shall be for three (3) months. The leave may be renewed for one three (3) month period upon request.
  
- D. During the period of absence, the employee shall not engage in full time or part time employment whatsoever. Failure to comply with this provision shall result in the complete loss of the seniority rights of the employee involved, and may result in the employee's loss of employment with the Township in the Township's sole discretion.
  
- E. The employee shall be solely responsible for the continued payments for and may make suitable arrangements with the Township's continuation of benefits.
  
- F. Seniority shall continue to accrue while the employee is on a leave of absence for a period not to exceed six (6) months.



ARTICLE XXII

BEREAVEMENT LEAVE

A. In the event of death in the employee's spouse, domestic partner or child, the employee shall be granted time off without loss of pay not to exceed ten (10) consecutive working days from the day of death.

B. In the event of death of an employees parent, brother, sister, mother-in-law, or father-in-law, the employee shall be granted time off without loss of pay not to exceed four (4) consecutive working days, one (1) of which shall be the day of the death or funeral.

C. Subject to the restrictions set forth in paragraph A above, an employee shall be granted funeral leave for two (2) days without loss of pay in case of death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent and any relation living with the employee.

D. Subject to the restrictions set forth in paragraph A above, an employee shall be granted funeral leave for one (1) day without loss of pay in case of death of an aunt or uncle.

E. Such leave may be used only at the time of death and for purposes of attending the funeral, aiding the grieving family and settling the necessary personal affairs.

ARTICLE XXIII

JURY LEAVE

A. A regular full-time employee who loses time from his or her job because of jury duty, certified by the Clerk of the Court, shall be paid by the Township the difference between his or her regular rate of pay (up to a maximum of eight (8) hours) for each day his presence is required. The employee shall also be entitled to the daily jury fee. Jury leave is subject to the following conditions:

1. The employee must notify his Supervisor immediately upon receipt of the summons for jury service.
2. The employee has not voluntarily sought jury service.
3. The employee is not serving jury duty during vacation and/or other time off from Township employment.
4. The employee submits adequate proof of the time served on the jury.

B. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to eleven (11) o'clock a.m., that employee shall be required to return to work by twelve (12) o'clock noon that day in order to receive pay for that day.

ARTICLE XXIV

MILITARY LEAVE

The Township agrees to provide all employees with military leave in accordance with Federal and State statutes.

## ARTICLE XXV

### INSURANCE

- A. The Township shall notify the union forty-five days in advance of changing healthcare carriers in order to give the union time to evaluate the new carrier and policy.
- B. The Township reserves the right to change insurance carriers and/or self-insure so long as substantially similar benefits are provided.
- C. The Township shall continue to provide enrollment in the Public Employees Health Benefits Program of New Jersey for all employees and their families, as defined by the insurance carrier, after not less than sixty (60) continuous days of service or as soon thereafter as possible under the provisions of the plan.
- D. The Township will provide medical coverage based upon NJ Plus program premiums.
- E. In the event a husband, wife or domestic partner both work for the Township, the Township may offer medical and dental coverage to one of the employees, even in the event the husband, wife or domestic partner are members of different bargaining units. To compensate the spouse/domestic partner who doesn't receive coverage, the Township shall give the employee one-third of the NJ Plus premium for whichever coverage the employee would be eligible, and one-third of the dental premium for whichever coverage the employee would be eligible. Should the spouse/domestic partner receiving coverage no longer be employed by the Township, the remaining spouse/domestic partner shall be eligible for coverage.
- F. The Township agrees to compensate anyone declining healthcare coverage at one-third the premium of NJ Plus rates based upon the coverage for which the employee would be eligible. The same would apply to dental coverage. The person declining coverage shall be eligible for coverage by the Township should the employee's spouse/domestic partner lose coverage for any reason.
- G. The parties agree, without prejudice to any of their pre-existing legal rights, including the right of interest arbitration, to engage in coalition bargaining among the Township and all the Township negotiation representatives concerning amendments to existing health care and dental insurance plans.

ARTICLE XXVI  
ON THE JOB INJURY

- A. All accidents shall be reported immediately to the employee's supervisor.
  
- B. An employee who is injured during the course of his or her employment and is immediately sent for medical treatment and is unable to return to work shall be paid for the entire shift, not to exceed eight (8) hours straight time.
  
- C. An employee who is injured during the course of performing emergency overtime work and is immediately sent for medical treatment and is unable to return to work, shall be entitled to his or her overtime rate for up to a maximum of eight (8) hours of overtime at time and one-half (1 1/2) for the remainder of the emergency overtime work.

ARTICLE XXVII

ACCESS TO PERSONNEL FILES

An employee, under prior request, shall be afforded a reasonable opportunity to inspect his personnel file in the presence of the Administrator or his designee. Said inspection shall be scheduled within a reasonable period of time after receipt of the employee's request.

ARTICLE XXVIII

RESIGNATION

A. Any employee who wishes to resign in good standing should give the Township at least two (2) weeks prior written notice. The two (2) weeks notice shall not include earned annual vacation time or personal days.

B. No resignation shall become effective until it is accepted by the Administrator.

C. Any employee who does not submit his or her resignation in compliance with the provisions of this sub-section, or whose resignation is not approved, or who is absent from work for a period of four (4) working days without notifying his Department Head of the reason for his or her absence and of his or her intention to return to work, may be considered as having resigned without notice and not in good standing.

D. Any employee who resigns in good standing, or who dies while in the employment of the Township, shall be paid a pro rata share of those vacation days earned for that year prior to their completion of their fifth (5th) year of service with the Township. During or after the sixth (6th) year of service, said employee shall be paid for all unused vacation days, whether earned or not, for the entire year if he resigns or dies after July 1. If the employee resigns or dies before July 1, his time will be pro rated. After ten (10) years of service, an employee will receive all his vacation time regardless of when he resigns or dies. Should an employee die after ten (10) years of service, his vacation time will be paid to his estate.

E. Any employee who retires in good standing shall be paid retroactive pay, per the newly settled contract, if they retire in good standing before the contract is settled.

ARTICLE XXIX

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his or her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other illegal job action against the Township. The Union agrees that such action will constitute a material breach of this Agreement. The Township agrees, during the life of this Agreement, that it will not engage in a lockout of any of the members covered by this Union.

B. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law and equity for injunction or damages, or both, in the event of such breach by the Union or its members.



ARTICLE XXX

TRAINING

A. If the Superintendent or Director or their designee determines that an employee covered by this Agreement is in need of a license to perform his duties, the Township will pay for the acquisition of such license and any training courses necessary for the employee to obtain such license. The renewal of such license and any courses necessary to provide for such renewal shall be paid for by the employer.

B. All requirements regarding the CDL will be determined by the Township. The Township will pay for CDL license renewal fees.

C. The Township encourages its employees to pursue further education that will enhance his or her skills. To this end, the Township will reimburse an employee for courses taken that it deems beneficial to the employee and the Township. To be eligible for reimbursement, the employee must seek written approval from the Director of Public Works or and Business Administrator prior to starting the course. It will be their decision as to whether approval will be granted. Approval will be based upon budgeting considerations, relevance of the course to an employees' job, and whatever reasons the Director and Business Administrator deems appropriate.

ARTICLE XXXI

CLOTHING AND MAINTENANCE ALLOWANCE

A. New permanent employees during the life of this Agreement shall receive, at Township expense, the following uniform, as weather requires:

- Thirteen (13) pair of work pants.
- Thirteen (13) long-sleeved shirts.
- Thirteen (13) T-shirts.
- Two (2) Eisenhower jacket with liner.
- One (1) winter coat.
- One (1) pair of coveralls.
- One (1) pair of safety winter boots.
- One (1) pair of summer boots.
- Two (2) caps.

1. DPW employees will wear green uniforms. Mechanics and custodial staff will wear blue uniforms.
2. Garage staff will be issued three coveralls.

B. The Township will replace items of clothing due to wear and tear upon proof of such wear and tear to the Superintendent or Director or their designee. Items which are lost and must be worn for the safe performance of a job by employees covered under this Agreement are to be replaced at the expense of the employee.

C. It is the intention of the parties, during the term of this Agreement, except as outlined in paragraph A above, that employees shall receive new items of clothing on an as-needed basis and determined by the employee and Superintendent or Director or their designee.

D. Replaced clothing items shall be turned in to the Superintendent or Director or their designee, to be properly disposed of by the Township.

E. Employees must arrive at work properly dressed and presentable in the opinion of management.

F. All employees covered under this Agreement will be issued their clothing through a cleaning service as outlined in Section A.

ARTICLE XXXII

MISCELLANEOUS

A. Employees will continue to be enrolled in the temporary disability plan presently offered by the Township through the State of New Jersey.

B. Proof of driver's license shall be provided upon request or employee shall be removed from the payroll until proof of license is provided, as follows:

1. The employee shall have ten (10) working days to provide proof of license to be reinstated on the payroll immediately upon provision of required proof.
2. An employee who provides proof of license within seven (7) months of removal from payroll shall be placed on a preferential hiring list to fill the next vacancy which occurs for which he is qualified within sixty (60) days of his providing proof of license.
3. This section shall apply only to employees who subsequent to January 1, 1990, lose their license or have the current duration of their license loss extended.
4. Employees retained on the payroll without a driver's license, due to loss of license before January 1, 1990, shall have a ten (10) percent salary reduction until such time that they provide proof of driver's license restoration.

C. There shall be no additional pay or time off for time during which white-collar employees are not required to work due to weather conditions, except that custodians who are not called for snow removal, will be entitled to paid time off equal to that time given to white-collar employees.

D. To help reduce accidents and on the job injuries the Township will form a safety committee with the Union. This safety committee will meet before the Township safety committee meets to go over all accidents related to DPW, Parks and Recreation, Mechanics and the custodial staff. The committee will consist of one employee from each department, the shop steward and a Township representative.

ARTICLE XXXIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect for the duration of the Agreement.

ARTICLE XXXIV

FULLY BARGAINED AGREEMENT

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

ARTICLE XXXV

SEVERANCE

In the event the Township chooses to have layoffs due to either budget constraints, privatization or private contracting, the Township will provide continued medical and dental insurance for the laid-off employee for a period not to exceed three (3) months. However, if other medical or dental insurance is available to the laid-off employee through either his/her new employer or through his/her spouse, coverage will terminate upon that medical and/or dental coverage being available to the laid-off employee.

The Township also agrees to pay the separated employee one-week's wages for each year of service, to a maximum of twenty-five weeks' wages. The lay-off notice provided by the Township to the employee to be laid off will be 45 calendar days.

The Township also agrees that it will pay to the laid off employee, in wages, whatever remaining vacation and personal time owed to the employee for the remainder of the calendar year in which the lay-off occurs.

ARTICLE XXXVI

DURATION OF CONTRACT

This Agreement shall be in full force and effect as of January 1, 2004 and shall remain in effect to and including December 31, 2006, without any reopening date. This Agreement contains the entire understanding of the parties and for all purposes shall be deemed the full and final settlement of all bargainable issues between the Township and the Union. All the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement. All terms of this Agreement shall be prospective in nature from the date of signing, except where specifically indicated otherwise.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Manalapan, New Jersey, on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**CWA Local 1034**

**Township of & Manalapan  
Monmouth County, New Jersey**

BY: \_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Alayne Shepler Date  
Administrator

BY: \_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Beth Ward Date  
Mayor

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Rose Ann Weeden Date  
Municipal Clerk