

**RESOLUTION 2015-359**

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF  
NEW JERSEY, ACCEPTING AND AUTHORIZING  
EXECUTION OF A MEMORANDUM OF AGREEMENT AND  
NEW COLLECTIVE BARGAINING AGREEMENT WITH  
OPEIU LOCAL 32/WHITE COLLAR EMPLOYEES**

**WHEREAS**, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has been involved in negotiations with representatives of OPEIU Local 32/White Collar Employees (hereinafter referred to as the "Union"); and

**WHEREAS**, members of the Union have been without a contract since December 31, 2014; and

**WHEREAS**, the negotiations between representatives of the Township and the Union have resulted in a satisfactory five (5) year agreement; and

**WHEREAS**, the proposed agreement is in accordance with the Township's budgetary constraints.

**NOW, THEREFORE, BE IT RESOLVED**, this 16<sup>th</sup> day of November, 2015, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. The Township accepts and authorizes execution of the Memorandum of Agreement and Collective Bargaining Agreement, true copies of which are on file at the office of the Township Clerk and can be reviewed during normal business hours.

2. The Township authorizes and directs the Mayor, Township Clerk, and Township Administrator to execute any and all necessary documents in order to implement the intent of this resolution.

**DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW


620 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731

3. A certified copy of this resolution shall be forwarded by the Township Clerk to the following:

- (a) Honorable Susan McCabe, Mayor;
- (b) Barnegat Township Administrator;
- (c) Jerry J. Dasti, Esquire;
- (d) Sharon Eastwick, Union Representative; and
- (e) Thomas Lombarski, CFO, Township of Barnegat.

**CERTIFICATION**

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on November 16, 2015, a quorum being present and voting in the majority.

  
\_\_\_\_\_  
MICHELE RIVERS, RMC, TOWNSHIP CLERK

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS  
Forked River, New Jersey 08731

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**OPEIU Local 32/Barnegat Township  
White Collar Employees  
Memorandum of Agreement  
March 20, 2015**

**Article 12 Longevity**

Each level of longevity shall be increased by 2% and adding the following:

Change:

Start of 27<sup>th</sup> year to 25<sup>th</sup> year. Effective upon ratification longevity will be eliminated for new hires.

Add:

Start of 29<sup>th</sup> year 10%

Start of 33<sup>rd</sup> year 11%

Start of 37<sup>th</sup> year 12%

**Article 13 Overtime**

Add:

call in compensation for holidays and Sundays will be at double time rate. Three hour minimum to remain unchanged.

**Article 14 Sick Leave**

Change paragraph F to read as follows:

Throughout his/her period of employment with the Township, an employee shall be entitled to accumulate sick time with a cap of \$15,000. Accumulation of sick days shall be credited to each annual allotment and recorded by the Anniversary date of said employee.

**Article 17 Vacation**

Change to:

Start of 6 month to 1 year	5	35(SAME)
Start of 2 <sup>nd</sup> year	12	84
Start of 4 <sup>th</sup> year	15	105
Start of 9 <sup>th</sup> year	18	126
Start of 14 <sup>th</sup> year	21	147
Start of 19 <sup>th</sup> year	25	175
Start of 27 <sup>th</sup> year	27	189
Start of 32 <sup>nd</sup> year	29	203

Add To G:

Allow to take in one hour increments.

Change J to:

An employee may buy back vacation leave up to 35 hours per year. Employees shall notify the Township in writing before October 1<sup>st</sup> of the current year if they intend to sell back vacation leave time, along with the exact number of days that will be sold back. Payout shall be the current hourly rate of pay. Payment must be made no later than 60 days in the new fiscal year.

**Article 20 Health Benefits**

ADD: Should there be a change in the law during the term of this contract that has the effect of reducing employee contributions below the contributions required by P.L. 2001 c. 78, such law shall be incorporated within the terms of this contract immediately upon its effective date. January 1, 2015 the employees covered under the collective bargaining agreement started Tier 1.

## **Article 22 Education**

ADD new paragraph:

C. The Township shall pay each full-time employee a \$1,000.00 increase to the employee's base salary for each class taken that is directly related to obtaining a certification to their department. The class would be approved in advance by administration for the salary increase and cannot be open to grievances by the Union.

## **Article 23 Promotions & Transfers**

ADD New paragraphs:

C. When a permanent promotion is awarded to an Employee the Township shall increase the base salary of that employee by 5% or \$3,000, whichever is greatest. The increase shall be in the next payroll following the Township Resolution.

D. Temporary appointments may only be filled for a maximum of 90 days at which time the Township shall make the promotion permanent.

E. All stipends shall be in the base salary and a maximum of two per full time employee.

## **Article 27 Out of Title Pay**

Change to:

Any bargaining unit employee who is assigned the duties of any job title with a higher rate of pay shall be compensated with their base pay increased to the higher base pay of the job title and retain their current rate of longevity. Any employee performing out of title duties that are assigned by the Township Administrator for 5 days will receive out of title compensation.

## **Article 30 Wages**

Effective and retroactive to 1/1/15, and effective 1/1/16, 1/1/17, 1/1/18 & 1/1/19 all bargaining unit members shall have their base salary increase for each year by 1.95%.

Level B base salaries no less than \$36,000 and Level C no less than \$43,000. This minimum salary scale shall not apply to employees classified as "seasonal or summer workers" and base salary for this purpose is including stipends.

*Retroactive salary shall be used to calculate each employee's required medical insurance contributions pursuant to chapter 78, and any increase in required contributions shall be deducted from the employee's paid retroactive salary, prior to tax calculation.*

A. The Township has the sole discretion to hire an employee based upon the new employee's experience, training and/or qualifications.

B. Maximum Starting Salaries:

1. LEVEL A - \$31,500
2. LEVEL B - \$35,000
3. LEVEL C - \$42,000

C. The Township has the sole discretion to promote and/or transfer an employee based upon performance of the employee. (See Article 23-C)

## **Article 33 Termination and Extension of Agreement**

5 year

**POSITIONS**

**LEVEL A**

Assessing Clerk  
Clerk /Typist  
Court Clerk  
Principal Assessing Clerk  
Tax Clerk  
Violations Clerk  
Municipal Alliance Coord.  
Camp Director  
Rec. Instructor

**LEVEL B**

Asst. to Treasurer  
Bookkeeper  
Code Enforcement Officer  
Administrative Asst.  
Field Assessor  
Senior Tax Clerk

**LEVEL C**

Asst. Assessor  
Asst. Director Rec.  
Deputy Court Clerk  
Deputy Tax Collector  
Deputy Code Enforcer  
Payroll/Benefits Coord  
Asst. Construction TACO  
Planning/Zoning Bd. Sec.  
Dep Zone/Code Enf. Off.  
Inspectors

*Other than as modified herein, all terms and conditions of the prior CBA shall remain in full force and effect.*

FOR THE TOWNSHIP

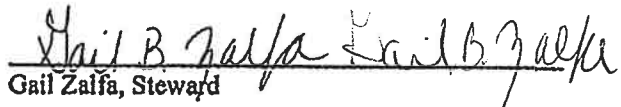


Susan McCabe, Mayor

FOR THE UNION



Sharon Eastwick, Bus. Manager, OPEIU/Local 32  
Secretary-Treasurer



Gail Zalfa, Steward



Georgia Shaffery, Steward

*Check Contract Book*

CONTRACT BETWEEN  
TOWNSHIP OF BARNEGAT  
OCEAN COUNTY, NEW JERSEY

AND

THE OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 32  
REPRESENTING  
WHITE COLLAR EMPLOYEES

JANUARY 1, 2007  
THROUGH  
DECEMBER 31, 2011

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## **AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 between the Township of Barnegat, a Municipal Corporation organized and existing under the laws of the State of New Jersey, a Public Township with its main office at 900 West Bay Avenue, Barnegat, New Jersey 08005, hereinafter referred to as the TOWNSHIP, and the Office and Professional Employees International Union, Local 32, AFL-CIO-CLC, representing White Collar Employees, hereinafter referred to as the UNION or OPEIU.

B. Whereas it shall be recognized that just and equitable incentives and conditions shall be established and maintained in order to promote efficiency and economy in the operation of the government; and positions within similar duties and responsibilities shall be classified and compensated on a uniform basis. Therefore, every effort shall be made to stimulate high morale by fair administration of the policy and collective agreement and by consideration of the rights and interest of the employees, consistent with the best interest of the public and the Township.

### **ARTICLE 1: PURPOSE**

The purpose of this Agreement is to set forth herein all negotiable terms and conditions of employment.

### **ARTICLE 2: RECOGNITION CLAUSE**

The Township recognizes O.P.E.I.U., Local 32, AFL-CIO-CLC, as the exclusive representatives of all white collar employees employed by the Township of Barnegat, including regular part time employees and excluding all other employees, managerial executives, confidential employees, P.B.A. and S.O.A. members, craft employees, professional employees, blue collar employees, and supervisors within the meaning of the Act and specifically excluding, without limitation, the following titles:

DEPUTY MUNICIPAL CLERK  
CLERK/TYPIST ADMINISTRATION

### **ARTICLE 3: CHECKOFF OF DUES**

- A. The Township agrees to deduct Union member dues from the earnings of each employee when said employee has properly authorized such deductions in writing. The Union will indemnify, defend, and save harmless the Township against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township. The Township will forward all dues deduction monies collected on a monthly basis to the Secretary/Treasurer of the Office and Professional Employees International Union. A list of names and deductions will be forwarded monthly.
- B. The parties agree that for the term of this Agreement, in accordance with New Jersey Statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the OPEIU shall pay an agency shop fee equal to 85% of the dues, initiation fees, and special assessments on the bargaining agent. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the Township harmless from any and all actions it takes under this Article.



#### **ARTICLE 4: MANAGEMENT RIGHTS**

The Township hereby retains and reserved unto itself, without limitation, all powers, rights, authority duties and responsibilities, conferred upon and vested in it by the laws of the Constitution of the State of New Jersey and of the United States, or other appropriate law, including, but without limiting the generality of the foregoing, the following rights:

- A. The Management and Administrative control of the Township Government and its properties and facilities.
- B. To hire all employees, to promote transfer, assign or retain employees in positions within the Township, and in that regard establish reasonable work rules.
- C. To suspend, demote, discharge or take any other appropriate disciplinary actions against an employee in accordance with this Agreement and appropriate law.
- D. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

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

Nothing contained in this Article shall be construed to deny or restrict the Township of its rights, responsibilities or authority under R.S. 40 and 40a, or any other national, state, county or local laws or ordinances.

#### **ARTICLE 5: OPEIU RIGHTS**

- A. Whenever any representative of the UNION or a member participating in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss of pay or interference.
- B. In order to provide for the orderly handling of union matters, upon 48 hours notice, unless otherwise impracticable, to his/her department head, the Shop Steward or his/her designee shall be released from his/her Township duties for reasonable periods of time for the purpose of handling grievances, attending labor seminars, meeting with the labor attorney and other union matters.
- C. With prior approval from the Township Administrator or his/her designees, which shall not be unreasonable withheld, the UNION shall have the right to use Township equipment and offices at reasonable times when such equipment and facilities are otherwise not in use.
- D. The Township recognizes the UNION as the exclusive representative of the employees as defined under Article 2, Recognition, and agrees that it shall not negotiate concerning said employees with any other organization or individual/employee for the duration of this agreement.
- E. Township buildings, equipment or offices shall be made available for UNION use or activity at reasonable times when not in use or needed for Township business. Permission for such activity must be obtained from the Administrator or his/her designee.

## **ARTICLE 6: EMPLOYEE RIGHTS**

- A. The parties agree to comply with all Equal Employment Opportunity guidelines and statutes.
- B. No employee shall be disciplined or reprimanded without just cause. Any such actions asserted by the Township, or any agent or representative thereof, shall be subjected to grievance procedure set forth herein.

## **ARTICLE 7: NEGOTIATION PROCEDURES**

- A. The parties agree to enter into Collective Negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-2 et seq.; as amended, in good faith to reach agreement on all matters concerning the terms and conditions of employment.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- C. Established past practices between the Township Administration and the OPEIU are considered covered by this Agreement.
- D. The Township agrees not to negotiate with any said employee as defined in Article 2 or recognize any other organization or individual as majority representative other than OPEIU for the duration of this Agreement.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- F. The Union shall provide this Agreement so that every employee may be provided with a copy and so there may be sufficient copies in reserve for any employee hired during the term of this Agreement. The printing and distribution shall be accomplished within thirty (30) days of the signing of this Agreement.

## **ARTICLE 8: NO STRIKE – NO LOCKOUT**

- A. In addition to any other restrictions under the law, the Union will not cause a strike, work slow down, work stoppage, or job action of any kind, nor will any employee take part in a strike, interference with or stoppage of the Township's work. The Township will not cause any lockout.
- B. If the Union violates this section, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in Court in addition to any other legal remedies that may be available.

## **ARTICLE 9: DEFINITIONS**

- A. The Township and the Union agree the following definitions shall be incorporated into this Agreement:
  - 1. Full Time Employee – any employee scheduled to work more than 20 hours per week.
  - 2. Part Time Employee – any employee scheduled to work 20 hours per week or less.
  - 3. Temporary Employee – an employee hired for a position of specified limited duration not to exceed six (6) months.

## ARTICLE 10: GRIEVANCE PROCEDURE

- A. **PURPOSE:** The purpose of this procedure is to secure, at the lowest level, an equitable solution of the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff.

- B. **DEFINATION:** The term "grievance" as used herein means any controversy arising over the interpretation of adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

- C. **STEPS OF GRIEVANCE PROCEDURE:**

**STEP ONE:** An aggrieved employee shall discuss his grievance with the Union Steward and the Department Head within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Union Steward and the Department Head. Failure to act within the said five (5) working days shall be deemed to constitute an abandonment of the grievance on behalf of the individual.

The Department Head shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has been raised.

**STEP TWO:** In the event a satisfactory settlement has not been reached, the grievance shall be reduced in writing by the aggrieved employee and one (1) copy furnished to the Administrator (or in absence of the Administrator, the Township Clerk), and one (1) copy to the Department Head within five (5) working days following the determination by the Department Head.

The Department Head, or his/her representative, and the Administrator shall meet and attempt to resolve the grievance within ten (10) working days from the time it was presented. The Administrator shall, within ten (10) working days of such meeting, issue a written determination on the grievance.

**STEP THREE:** If the grievance has not been resolved through STEP TWO, the same shall be presented in writing for the employee by the employee's Union representative to the Township Committee within ten (10) working days of the written response from STEP TWO. The Township Committee, or a Sub-Committee of the Township Committee designated by the Township Committee, shall hold a hearing within fifteen (15) working days of the presentation of the grievance, and render a determination within ten (10) working days of the date of such hearing. Failure of the Township Committee to render a decision within said ten (10) working days shall constitute a denial of the grievance.

**STEP FOUR:** If the aggrieved person is not satisfied with the disposition of the grievance through STEP THREE, he/she may, within ten (10) working days after a decision has been rendered, submit his/her grievance to arbitration. The request for arbitration shall be through the Public Employment Relations Commission pursuant to N.J.A.C. 19:12-5.1.

The decision of the Arbitrator shall be final and binding. The Arbitrator will have no authority to add to, subtract from, or otherwise change the contract agreed between the parties. The Arbitrator shall be without power to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the Arbitrator shall be in writing with reasons therefore, except by mutual consent of the parties. The cost of Arbitration shall be equally shared by the Union and the Township.

**ARTICLE 11: SENIORITY**

- A. Seniority shall be considered for the purpose of scheduling vacations and personal leave and shall be a consideration if a job opening should occur but shall not be the sole determining criteria.
- B. When the Township decides to reduce the number of employees in any particular job title, the Township will do so on the basis of employee seniority within each job title.
  - 1. The Township shall allow during layoff or reduction of staff; a more senior employee to displace any Temporary Full Time Employee, thereafter displace based on the requisite skills, knowledge and abilities one who is less senior.
- C. Employees shall be recalled for work from layoff in the order of their seniority, provided that they, in the discretion of the Township, have the requisite qualifications and ability to perform the work available.
- D. When an employee is on an approved leave of absence, seniority shall continue to accumulate for a period of six (6) months for the purpose of longevity and vacation.

**ARTICLE 12: LONGEVITY**

- A. Longevity pay will be set forth below for all full-time employees based upon the date of appointment. Longevity shall be calculated on the base rate of each employee.

<u>Years of Service</u>	<u>Longevity Pays</u>
Start of 5 <sup>th</sup> Year	2%
Start of 9 <sup>th</sup> Year	3%
Start of 13 <sup>th</sup> Year	4%
Start of 17 <sup>th</sup> Year	5%
Start of 21 <sup>st</sup> Year	6%
Start of 27 <sup>th</sup> Year	7%

**ARTICLE 13: OVERTIME**

- A. All worked performed by employees covered by this Agreement, in excess of thirty-five (35) hours per week shall receive compensation at time and one-half the regular hourly rate of said employee.
- B. Employees who are called into work while off-duty shall be compensated with a minimum three (3) hours pay at the rate of time and one-half the regular hourly rate of said employee.

## ARTICLE 14: SICK LEAVE

- A. All permanent full time employees covered by this Agreement shall earn sick leave pay at a rate of one and one-quarter (1 ¼) working days for each month of service. The amount of such leave not taken shall accumulate from year to year as provided under "Paragraph F" of this Article.
- B. All full time employees with two (2) or more years of service shall be credited with fifteen (15) sick leave days on the employee's anniversary date, in anticipation of continued employment.
- C. All days specified in this Article shall be converted into hours. Said conversion shall be calculated by multiplying the number of days set forth by seven (7) hours. In the case of Civilian Police Employees, the calculations shall be the multiplying of the number of days by eight (8) hours.
- D. The term "sick leave with pay" is hereby defined to mean the necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.
- E. Employees absent on sick leave for a period of three (3) consecutive days shall submit on an interim basis as directed by the Township medical evidence acceptable to the Township substantiating the illness to the Township Clerk or Administrator. In addition, such employee may be required by the Township to submit to an examination by the Township physician or other physician designated by the Township.
- F. Throughout his/her employment with the Township, an employee shall be entitled to accumulate a maximum of one hundred (100) sick days. Upon retirement an employee shall be entitled to receive a lump sum payment equal to the amount of sick days accumulated by such employee as computed on the basis of his/her rate of pay at the time of retirement. Any employee accumulating sick days in excess of one hundred (100) days as of January 1, 1994, shall be entitled to retain the full amount of sick days so accumulated. Any employee with more than one hundred (100) sick days shall be grand fathered into this clause.
- G. No employee while on sick leave from the Township, shall be employed elsewhere or engaged in any outside work for employment whatsoever.
- H. Notwithstanding any provisions of the Agreement to the contrary, where the Township Committee has approved an unpaid leave of absence for any employee covered by this Agreement, the Township Committee shall have the exclusive discretion to determine whether such employee shall receive medical benefits or other benefits while on such leave.
- I. If the employee has not used more than five (5) sick days throughout the calendar year, he/she shall be entitled to purchase an equivalent of five (5) days (hours) of accumulated sick leave at a rate of pay for that year. However, in the event an employee has "banked" to sick days, he/she may purchase up to ten (10) days.  
  
Payment of this buy-back shall be made March 15<sup>th</sup> of the following year. Eligible employees must select the buy-back by February 15<sup>th</sup>.
- J. A Fifteen Thousand Dollar (\$15,000) limit for sick leave payout upon separation from employment. Any employee at the time of ratification whose sick leave exceeds \$15,000. will be grand fathered and allowed to continue to accumulate sick leave and exceed the cap of \$15,000.

**ARTICLE 15: PERSONAL LEAVE**

Each employee shall be entitled to five (5) non-accumulative paid personal leave days for the conduct of personal business. The use of such personal days shall require forty eight (48) hours notice to the employee's immediate supervisor when possible, and approval of same by the supervisor.

**ARTICLE 16: BEREAVEMENT**

- A. Each employee shall have eight (8) days of bereavement leave in the event of the death of an employee's spouse, and dependent child residing with the employee. Each employee shall have up to five (5) days bereavement leave in the event of the death of an employee's, child, parent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent or grandchild. Each employee shall have one (1) day leave for aunts and uncles on the day of the funeral if the event falls on a regular working day, excluding any scheduled and observed holiday. Each employee shall have three (3) days bereavement leave for other family members not listed above who reside in the same household of the employee on the date of the relative's death.

**ARTICLE 17: VACATION**

- A. All full time permanent employees shall be granted the following annual leave for vacation purposes with pay in and for each calendar year as follows:

<u>YEARS OF SERVICE</u>	<u>MAXIMUM YEARLY ACCUMULATION</u>	
	DAYS	HOURS
Start of 6 months – 1 year	5	35
Start of 1 – 3 years	12	84
Start of 4 – 8 years	15	105
Start of 9 – 13 years	18	126
Start of 14 – 18 years	21	147
Start of 19 – 26 years	25	175
Start of 27 years and over	27	189

- B. Eligibility for vacation shall be computed as of the first day of the month in which the employee was hired.
- C. Vacations shall be scheduled so as not to interfere with the operations of the department to which the employee is assigned. Vacations shall be taken within the year of entitlement.
- D. All requests for vacations shall be submitted at least two (2) weeks prior to the requested vacation time. Requests will be submitted to the Department Head and approved on a seniority basis.
- E. All vacations are subject to final approval by the Township Administrator or Township Clerk.
- F. An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance prorated on the basis of the number of months worked in a calendar year in which the separation becomes effective.

- G. If an employee leaves the employ of the Township for any reason before the end of the calendar year after having taken a vacation allowance for the year, he/she will be charged with the unearned part of his/her vacation which will be deducted from his/her final paycheck.
- H. No less than four (4) hours may be used for vacation. Leave beyond the four hours may be charged in one (1) hour units.
- I. Should the operation of the Township prohibit an employee from utilizing his/her vacation time, said employee may buy back or accumulate more time with the approval of the Township Business Administrator.
- J. There will be no accumulation of vacation leave, but that employees can "buy back" 25% of unused vacation leave after 5 years. Employee must give notice of 60 days of allotment and payment will be made 60 days after notice.

**ARTICLE 18: HOLIDAYS**

- A. Effective August 31, 1994 each employee covered by this Agreement shall be allowed the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Birthday	*Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Eve (one half day)
	Christmas Day

\* Veterans Day shall be established in the schedule of holidays and designated during the week in which it is actually observed.

- B. The Township Administrator shall by December 15<sup>th</sup> of the preceding year, publish to all employees a schedule of actual calendar days of the upcoming year for the above list of holidays.
- C. Whenever Christmas Day falls on a Thursday, the Friday immediately following shall be a holiday with pay.

**ARTICLE 19: UNION LEAVE**

The bargaining unit may use up to a total of fifteen (15) aggregate days for Union business leave each year. Employees must request utilization of the leave at least forty eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any Township department when it is taken.

**ARTICLE 20: HEALTH BENEFITS**

**A. MEDICAL CARE**

1. The Township shall provide each full time employee and the employee's immediate family (spouse and children), the following hospital and medical benefits. Comprehensive Hospital/Physician Coverage with the following deductibles and limits
2. \$100 per person, \$200 per family, first dollar coverage to be paid by the employee. All employees who go outside the network for health benefits shall be required to pay 20% of all out of network costs on a maximum of \$3,000., and effective 1-1-09 the Township will reinstate the reimbursement of the \$10.00 co-pay after spending \$100.

Single	$\$3,000/20\% = \$600. + \$100 \text{ deductible} = \$700.$
Family	$\$3,000/20\% = \$600. + \$200 \text{ deductible} = \$800.$

3. Nothing in this Article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.

**B. VISION CARE**

1. Effective 1-1-08 the Township shall provide for the cost of vision care for the employee up to a maximum of \$250.00 per calendar year, and shall be increased by \$25.00 on January 1<sup>st</sup> of each contract year. The employee may use this benefit for any member of his/her immediate family. Family means a member of the employees family residing within his/her home and includes students up the age of 23 years old.

**B. DENTAL CARE**

1. The Township shall provide to all full-time employees and the employees family group dental coverage and will provide the following coverage:
  - \$25.00 deductible for employee, \$75 deductible per family
  - 100% Preventative Care
  - 80% Basic Care
  - 50% Prosthodontic services
2. Other limits to match the current level of coverage at the date of this Agreement.
3. Nothing in this Article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.

**C. PRESCRIPTION DRUGS**

1. The Township shall provide a Prescription Plan through a carrier that provides a prescription card service with the following coverage:
  - a. Employees shall pay \$5.00 for generic drugs and \$15.00 for name brand drugs. Effective 1-1-09 co-pays for name brand will change to \$10.00. Effective 1-1-2011 co-pays for name brand drugs will increase to \$15.00.
  - b. Other limits shall be equal to the current coverage



## **ARTICLE 21: ON THE JOB INJURY/WORKMEN'S COMP**

- A. All accidents shall be reported immediately to the employee's supervisor. If an employee is injured, treatment may be sought through the Township physician or local hospital. If an employee is sent home by the Township physician or other physician designated by the Township, the employee shall be entitled to be paid for the remainder of the day on which he/she is sent home.
- B. The Township shall provide workmen's compensation for on the job injury in the amount of 100% for a period of six (6) months. After a six (6) month period, the Township had the right to have the employee evaluated by a doctor of their choosing, at the Township's expense. If the doctor extends the workmen's compensation for an additional six (6) months the Township will continue 100% coverage of wages. After a period of one (1) year, the employee may take an unpaid leave of absence.

## **ARTICLE 22: EDUCATION**

- A. The Township will pay, in full, the tuition for successfully completed courses that are approved in advance by the Township. The course must be directly related to the employee's position and have prior approval by the Township. Successful completion means that the employee received a passing grade by the institution.
- B. Employees shall be compensated at their regular rate of pay for any education mandated by the Township outside his/her normal working hours.

## **ARTICLE 23: PROMOTIONS AND TRANSFERS**

- A. For the purpose of this Article, a promotion will be defined as a permanent appointment from one job to another job in a higher wage rate.
- B. When an opportunity for promotion arises within the bargaining unit, the Township shall post job openings on the Union bulletin boards. Employees desiring an opportunity to fill such openings may file written requests. Such notices shall be posted for five (5) working days. In making any promotion within the bargaining unit, both seniority and qualifications will be considered by the Township.

## **ARTICLE 24: PERSONNEL FILES**

The Township agrees that upon request with reasonable notice, an employee shall have the opportunity to examine and review pertinent documents, including those related to performance evaluation and conduct in their personnel history file or in any permanent supplementary file maintained by the employee's supervisor.

The Township shall honor the request of the employee for copies of documents in the file. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to them. Such response will be included in the relevant permanent personnel file or supplementary file and will be attached to and retained with the documents in question.

## **ARTICLE 25: BULLETIN BOARDS**

- A. The Union will have access to a bulletin board in each work area.
- B. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the Township Administrator.

## **ARTICLE 26: MILEAGE**

Each employee shall be entitled to reimbursement for use of his/her own vehicle while on Township business at the rate established by the United States Internal Revenue Service per mile. Such entitlement must be authorized in advance by the Department Head or Township Administrator.

## **ARTICLE 27: OUT OF TITLE PAY**

Any bargaining unit employee who is assigned the duties of any job title with a higher rate of pay shall be paid at that higher rate. In addition, effective 1-1-07 any employee performing out of title duties for 1 week (5 days) will receive out of title compensation regardless if assigned.

## **ARTICLE 28: CLOTHING ALLOWANCE**

Effective 1-1-07 all inspectors will receive \$120.00 per year for the purchase of boots.

## **ARTICLE 29: JOB TITLES AND DESCRIPTIONS**

The positions and job descriptions currently covered under this Agreement are attached as Addendum A and B.

## **ARTICLE 30: WAGES (SALARY SCHEDULES ATTACHED)**

1. All covered employees shall be paid in accordance with the Township Salary Schedule as negotiated with O.P.E.I.U. Employees will be paid in accordance with their title, step and grade.
2. The Township has the sole discretion to place any new hire and/or promoted/transferred employee in any step of the scale based upon the new employee's experience, training and/or qualifications not to exceed any existing employee on that same salary scale.
3. The Township also has the discretion to move any employee to another step on the employee's existing salary scale based upon performance of the employee. However, any performance increase shall be limited to a one step increase only within any twelve (12) month period.

Salary Scale: Effective and retroactive to January 1, 2007, employees will receive the salary increase where they were placed on the salary schedule attached. Effective and retroactive to January 1, 2008 they will move to the next step. Effective January 1, 2009 employees will advance to the next step. Effective January 1, 2010 and January 1, 2011 all employees will receive a 4% increase to their base salary.

**\*NOTE:** Some employees may receive compensation that is more than the next step provides in order to receive an average of 4% for the duration of the contract. There is no grid for inspectors; therefore, they will receive 4% each year of the contract.

**ARTICLE 31: PAST PRACTICE CLAUSE**

All benefits and conditions of employment presently in existence for the bargaining unit, unless otherwise modified by this Agreement, whether in writing or in practice, shall be continued without change by the Township during the life of this Agreement.

**ARTICLE 32: SEVERABILITY CLAUSE**


If any part, clause, portion or Article in this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the Agreement not so effected shall continue in full force and effect absent the effected clause.

**ARTICLE 33: TERMINATION AND EXTENSION OF AGREEMENT**

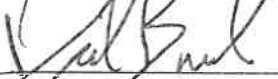
This Agreement shall be effective from the first day of January 2007, and shall remain in full force and effect until the 31<sup>st</sup> day of December, 2011. It shall automatically be renewed from year to year unless either party shall notify the other in writing, sixty (60) calendar days prior to the expiration date that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) calendar days prior to the expiration date if a new contract has not been entered into between the Township and the Union on or before the 1<sup>st</sup> day of January, 2012, then the terms and conditions in this contract, except for those conditions as specified in Article 30 Wages, shall be in force and effect until such contract is signed.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their hands and seals this 23 day of Sept., 2008.

**FOR THE TOWNSHIP:**

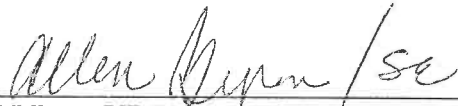


\_\_\_\_\_  
JEFFREY MELCHIONDO, Mayor



\_\_\_\_\_  
DAVID BREEDON, Administrator

**FOR O.P.E.I.U. LOCAL 32**

  
\_\_\_\_\_  
ALLEN BYRON, Secretary - Treasurer  
\_\_\_\_\_  
SHARON EASTWICK, Business Representative  
\_\_\_\_\_  
ALICE FRAZER, Steward  
\_\_\_\_\_  
GEORGIA SHAFFERY, Steward

## SALARY GRIDS

### **LEVEL A**

Step 1 - 23,500  
Step 2 - 24,215  
Step 3 - 24,930  
Step 4 - 25,645  
Step 5 - 26,360  
Step 6 - 27,075  
Step 7 - 27,790  
Step 8 - 28,510

### **LEVEL B**

Step 1 - 26,800  
Step 2 - 27,900  
Step 3 - 29,000  
Step 4 - 30,100  
Step 5 - 31,200  
Step 6 - 32,300  
Step 7 - 33,400  
Step 8 - 34,500

### **LEVEL C**

Step 1 - 34,500  
Step 2 - 35,491  
Step 3 - 36,442  
Step 4 - 37,393  
Step 5 - 38,344  
Step 6 - 39,295  
Step 7 - 40,246  
Step 8 - 41,200

### **Positions included in A**

Clerk Typist  
Assess. Clerk  
Violations Clerk  
Tax Clerk  
Clerk

### **Positions included in B**

Code Enforcement Ofcr  
Field Assessor  
Bookkeeper  
Adminis. Clerk  
Asst. to the Treasurer  
Sr. Tax Clerk

### **Positions included in C**

Deputy Court Admn  
Deputy Tax Collector  
Asst. Dir. of Recreation  
Deputy Zoning Officer/  
Code Enforcement  
Deputy Assessor  
Purchasing Coord.  
Payroll Coord.  
TACO (Technical  
Asst. to the Construction Officer)