

OFFICIAL COPY
SIGNED

2006 AGREEMENT

BETWEEN

TOWNSHIP OF BYRAM, SUSSEX COUNTY

AND

BYRAM TOWNSHIP MUNICIPAL CLERICAL EMPLOYEES,

MEMBERS OF MORRIS COUNCIL NO. 6, N.J.S.C.A.

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PREAMBLE

This Agreement made and entered into the date last signed below, by and between the TOWNSHIP OF BYRAM, a Municipal Corporation in the County of Sussex and the State of New Jersey, (hereinafter referred to as the TOWNSHIP) and BYRAM TOWNSHIP MUNICIPAL CLERICAL EMPLOYEES, Members of Morris Council #6, N.J.C.S.A. (hereinafter referred to as EMPLOYEES ASSOCIATION), is the final and complete understanding between the Township and the Employees Association on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Township and those of its employees who are subject to this Agreement, in order that more efficient and progressive public service be rendered.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Employees Association as the sole and exclusive representative of all full-time, part-time, regular classified, permanent, and provisional employees under this Agreement for the purpose of collective negotiations concerning salaries, hours of work, and other conditions of employment in said negotiating unit, with the exception of management employees.

B. Any clerical title established during the term of this Agreement shall be discussed with the Employees Association.

C. Unless otherwise indicated, the terms "employee" and "employees" when used in this Agreement refer to all persons represented by the Employees Association in the above defined negotiating unit.

ARTICLE II

SAVINGS CLAUSE

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 of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE III

CATEGORIES OF EMPLOYMENT

Full-time Permanent Employees

All permanent full-time clerical and administrative employees are entitled to all employee benefits included in the clerical union contract, including vacation, sick time, personal time, medical and dental insurance, disability, longevity, and PERS retirement.

The normal work week for full-time employees shall consist of forty (40) hours, 8:30 a.m. to 4:30 p.m., including a forty-five (45) minute lunch. Any change in work hours will be discussed with the employees.

Part-time Employees

Part-time employees are those working a regular schedule each week of up to 30 hours. Part-time employees receive pro-rated sick, vacation, and holiday time benefits, although pro-rated holiday time will be granted only if the employee's regularly scheduled work day falls on that holiday.

In instances when a full-time employee is granted an official leave-of-absence, a part-time employee can be asked to work as needed for up to six (6) months.

In other cases, when deemed necessary by management, a part-time employee may work more than 30 hours per week for a period of no more than 90 days. Should this need extend beyond 90 days, the employee will be offered a full-time position with full benefits.

Temporary Employees

Temporary employees may be full-time or part-time but may not work more than 1,040 hours in any twelve-month period nor for more than one twelve-month period. They cannot be re-employed unless they are reclassified as part-time employees. In the case of temporary workers filling in for permanent employees on leave, the temporary worker may be retained on a full-time basis if necessary for a period up to but not exceeding a single year (i.e. any twelve-month period).

Temporary employees do not receive employee benefits and are not covered under the clerical contract.

ARTICLE IV

OVERTIME

- A. All employees shall be expected to complete their work in the time allotted for the normal working day.
- B. Employees who must attend regularly scheduled evening meetings will be remunerated at the rate of time and a half compensatory time off for hours worked in excess of their regular work week. Any employee scheduled by the department head, with approval of the Township Manager, to attend other special meetings not within the regular work week will be paid at the rate of time and a half their regular salary. Any employee scheduled to work a holiday shall be paid double time compensatory time for all hours worked.
- C. All employees "called out" shall receive three (3) hours minimum compensatory time.
- D. All overtime and/or extra hours must be authorized by the Township Manager and specifically scheduled by the department head.
- E. The Township reserves the right to determine the amount of, or need for, overtime.
- F. All employees may be required to work a reasonable amount of overtime.

ARTICLE V

MANAGEMENT RIGHTS

A. In order to effectively administer the affairs of the Township Government and to properly serve the public, the Township hereby reserves and retains unto itself, as a public employer, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by Law prior to the signing of this Agreement. Without limitations of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Township.
2. To direct its working forces and operations.
3. To hire, promote, and assign employees in accordance with the Law.
4. To demote, suspend, discharge, or otherwise take disciplinary action in accordance with Law and Civil Service Rules.
5. To promulgate reasonable rules and regulations, from time to time, which may affect the orderly and efficient administration of Township Government.

B. The Township's use and enjoyment of its powers, rights, authority, duties, and responsibilities, the adopting of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to Laws of New Jersey and of the United States.

C. Nothing contained in this Agreement shall operate to deny or restrict the Township in exercise of its rights, responsibilities, and authority pursuant to the Laws of this State or of the United States.

ARTICLE VI

NON-DISCRIMINATION

Neither the Township nor the Union shall discriminate against any employee because of age, race, creed,

sex, color, ethnic background or political affiliation or activities.

ARTICLE VII

CLERICAL EMPLOYEE RIGHTS

The Township agrees to make available to the Employees Association upon request all appropriate information pursuant to the Open Public Records Act, any such information which may be necessary for the Employees Association to process any grievance or complaint or for negotiation purposes as per said Act.

ARTICLE VIII

NEGOTIATION PROCEDURE

The parties agree to commence negotiations in October of the year in which the Agreement expires.

ARTICLE IX

GRIEVANCE PROCEDURE

A. Definition

A grievance is the right to appeal the interpretation, application, or violation of this Agreement or any policy or administrative decision affecting the employee or employee organization. Employees shall have the right to grieve written reprimands through the grievance procedure up to and including the Township Manager only. Discipline which has been imposed and which involves economic loss (suspension or fine) may be grieved to arbitration. The term grievance and the grievance procedure set forth herein shall not apply in the following instances:

1. Matters which involve the interpretation or application of a Department of Personnel Rule or Regulation.
2. Matters where the municipality is without authority to act.

B. Purpose

1. The purpose of the grievance procedure is to secure equitable solutions to the problems affecting employees arising under this Agreement or to a violation of a Department of Personnel Rule or Regulation.

2. The parties agree that disputes should be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual (with a representative, if so desired) and his/her immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

C. Procedure

An aggrieved employee (representative) must file his/her grievance in writing with his/her immediate superior within ten (10) calendar days of the occurrence. The grievance shall state the date, those involved, the section of contract and/or the Civil Service Rule aggrieved to. Failure to act within said time period shall constitute an abandonment of the grievance.

Step 1. Once timely filed, the aggrieved employee (representative) shall discuss the grievance with his/her immediate superior. If the grievance is not resolved satisfactorily or if no resolution is made within three (3) working days by the immediate superior, the employee (representative) must present his/her grievance to his/her department head, in the event his/her immediate superior is not the department head. The procedure and the time limits for resolution at that level shall be the same as that discussed above for the immediate superior.

Step 2. In the event there is not a satisfactory resolution of the grievance at Step 1 or a decision rendered within the time provided, the aggrieved employee (representative) shall present his/her grievance in writing to the Township Manager, or his/her designee, within seven (7) working days after the response from the department head is due. Such statement shall set forth the reasons why the grievant contends the department

head's decision is incorrect and shall specify the provision or provisions of this Agreement or Department of Personnel Rule alleged to be violated. The Township Manager, or his/her designee, shall review the decision of the department head, together with the statement submitted by the grievant and such other evidence as may be submitted, and shall respond to the grievant and/or representative within ten (10) working days.

Step 3. Should the grievant (representative) disagree with the decision of the Township Manager, or his/her designee, the grievant (representative) may, within seven (7) working days after the response from the Township Manager or his/her designee is due, submit to the Township Council by service upon the Township Manager, or his/her designee, a signed statement in writing as to the issue or issues in dispute. Such statements shall be filed along with:

1. Copy of the written grievance.
2. A statement of the results of prior discussions thereon.
3. A statement of the grievant's dissatisfaction with such results.

Where the grievant requests in writing a hearing before the Township Council, a hearing shall be held. If the grievant in his/her appeal does not request a hearing, the Council may consider the appeal on the written record submitted to it, or may on its own conduct a hearing, or may request the submission of additional written material. Where additional written materials are requested, copies thereof shall be given to the aggrieved employee, who shall be entitled to have a representative at a hearing, if one is held.

The Council shall make a determination within ten (10) working days after a hearing, if one is held, or if not held, twenty (20) working days after the grievant submits the grievance to the Township Manager or his/her designee. Such determination shall be given in writing to the aggrieved employee, and his/her representative, if there is one.

Step 4. In the event the grievance is not resolved at Step 3 or a decision is not rendered by the Township Council within the time provided, the Employees Association may elect to have the matter submitted to arbitration.

1. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.
2. The arbitrator shall conduct a hearing and shall render his/her decision in writing, with findings of fact and conclusions.
3. The arbitrator shall not add to, subtract from, modify, or amend this Agreement in any way.
4. Only one (1) issue or grievance may be submitted to an arbitrator, unless the parties agree otherwise. For the purposes of this Article, a grievance involving the same fact pattern or circumstances affecting more than one individual shall constitute a single grievance.
5. The decision of the arbitrator shall be final subject to the New Jersey Arbitration Act N.J.S.A. 2A:24-1, et seq.
6. The cost of the arbitrator will be borne equally by the Employees Association and the Township; and all other expenses incurred by either side, including presentation of witnesses, will be borne by the side incurring same.

D. Miscellaneous

1. In the presentation of a grievance, an employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal.
2. Whenever an employee appears with a representative, the Township shall have the right to designate a representative to appear at the step of the grievance procedure.

ARTICLE X

EMPLOYEE ASSOCIATION REPRESENTATIVES

The Association shall have the right to designate such members of the Association as it deems reasonably necessary as representatives, who shall not be discriminated against due to legitimate activity. There shall be no more than three (3) designated representatives.

ARTICLE XI

PAY PERIODS

All employees shall be paid on a bi-weekly basis. Pay day shall be every other Thursday for all employees. Pay periods shall run from Monday through Sunday, ending the Sunday before pay day.

ARTICLE XII

MEDICAL AND OTHER BENEFITS

A. Permanent full-time employees are eligible for medical, dental, life and disability insurance in accordance with the plans in effect and carried by the Township of Byram. Coverage shall begin the first of the month following 30 days of employment, providing that the proper application is completed and filed with the Township.

B. Permanent full-time employees are eligible for life insurance with Harleysville Life Insurance Company. Coverage shall begin the tenth (10) of the month after thirty (30) days of employment, providing that the proper application is completed and filed with the Township.

C. The cost and expense of *single coverage* health insurance premium shall be fully paid by the Employer. The cost and expense of the health and medical insurance plans herein for coverage beyond single (husband/wife, parent/child and family), shall be provided in accordance with the following schedule:

2006- Township will pay 100% of the insurance premium.

2007- Township will pay 100% of the insurance premium.

2008- Township will pay 100% of the insurance premium.

2009 and thereafter- Township will pay 90% of the premium differential, and Employee pays 10% of the husband/wife, parent/child and family health and medical insurance premium, not to exceed \$900 a year. The Township shall continue to pay an amount equal to 100% of the cost for single coverage insurance premium irrespective of insurance coverage/plans.

The plans are listed here with the names of the providers that were in place at the time of the signing of this contract:

Health and Medical: Aetna Open Access Plan.

Dental: Delta Dental.

Life Insurance Plan: Harleysville Life Insurance Company.

Long-term Disability: Harleysville Life Insurance Company.

All plans presently in existence or plans that provide in the aggregate substantially equivalent benefits shall be maintained by the Township.

D. The Township reserves the right to change any of the foregoing plans or carriers or to self-insure, provided that, in the aggregate, substantially equivalent benefits are provided. The Township will notify the Association not less than sixty (60) days prior to such change and will discuss the pending changes with the Association. In the event the Association does not agree that the new plan(s) provide(s) in the aggregate substantially equivalent benefits, the Association may submit the matter to expedited arbitration prior to the expiration of the sixty (60) days notification by the Township for determination by an arbitrator prior to implementation of the new plan(s).

E. Upon demonstrating that he/she is provided adequate medical insurance coverage from an

independent source (such as coverage provided via the employment of his/her spouse), an employee may apply to not be covered under the Township's insurance plan(s) in exchange for a cash payment equal to one-half of the savings in cost to the Township of providing coverage to said employee for one year. In the event that the employee subsequently becomes ineligible for coverage from the independent source, he/she may apply to rejoin the Township plan(s). The plan(s) includes coverage for the employee and eligible family members and shall be provided in accordance with Paragraph C of this Article.

G. Upon an employee's termination, insurance coverage will be discontinued the first (1st) of the month after termination, or in accordance with the applicable state and federal law.

H. Employees covered by this Agreement who retire shall receive during retirement all medical and dental benefits that would have been required to be paid by the Employer, without any contribution from the Employee, had they continued in active employment provided that where applicable:

1. Any such payments or benefits are permitted by applicable law.
2. The employee must have been employed by the Township of Byram at the time of retirement:
 - a. With a minimum of 15 years of service and reached age 62, or
 - b. With 25 or more years of service, or
 - c. With 10 or more years of service, if retirement is caused by disability for which a disability pension of 50% or more has been approved.
3. The Township's retirement health benefits program is to be secondary to any other health insurance program for which the employee or their spouse may be eligible.
4. The employee must apply for full federal health care benefits at the earliest opportunity. The Township will provide "wrap around" coverage, if available, in lieu of the standard benefits after eligibility for federal health benefits shall be established.

5. The Township shall reimburse the retiree for Part B Medicare costs provided the premium savings for Medicare eligible employees equals or exceeds the costs of Part B Medicare.

ARTICLE XIII

HOLIDAYS

A. The fourteen (14) legal holidays observed shall be: New Year's Day, Columbus Day, Martin Luther King's Birthday, General Election Day, Washington's Birthday, Veteran's Day, Good Friday, Thanksgiving Day, Day after Thanksgiving, Memorial Day, Christmas Day, Independence Day, Labor Day, Day before or after Christmas (management's decision). When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following day, Monday.

B. Employees are required to work the day before and the day after a Holiday, unless they are on approved leave time. If an employee is sick before or after said Holiday, the Township may require a physician's note upon return to work.

C. If an employee is required to work on one of the holidays listed in paragraph A, the employee shall be paid double her/his regular pay.

ARTICLE XIV

VACATIONS

A. All employees shall be granted vacation leave based upon the following from date of hire:

First year: 1 day per month to end of calendar year.

1 thru 4 years : 12 days per year.

5 thru 9 years: 15 days per year.

10 thru 17 years: 20 days per year.

18 years and over: 25 days per year.

B. An employee shall be allowed to carry over into the next year and for one year only, one year's vacation allowance.

C. Employees on the payroll as of January 1 of any calendar year shall on that January 1st be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided, however, that if the employee works less than twelve (12) months in the calendar year, he/she is entitled to a pro-rata share of such vacation entitlement. An employee who has used more vacation time than he/she is entitled to at the time of his/her severance shall have an amount equal to his/her daily rate at the time of severance deducted from his/her final pay for each day of vacation the employee has used in excess of the number of days to which he/she is entitled.

D. An employee shall submit requests for vacation at least two (2) weeks in advance whenever possible. All requests for vacation shall be in writing and are subject to approval by the department head. Approvals and disapproval of vacation requests shall be in writing. Vacation shall be scheduled on the basis of seniority, except in cases of emergency.

E. The department head shall attempt to schedule work insofar as possible to preclude changes in the vacation scheduling.

F. Any employee whose service with the employer terminates, shall have unused earned vacation time paid to him/her or the employee's legal representative in the event of his/her death.

G. No vacation days shall be taken for less than one-half of a full day.

ARTICLE XV

SICK LEAVE AND DISABILITY

A. All employees shall be granted sick leave based upon the following from date of hire:

1 day per month in the first year or part thereof until January 1st.

15 days per calendar year thereafter.

No sick leave may be taken for less than one-quarter day. Employees may use a maximum of four (4) one-quarter sick days per year, and all other sick leave must be taken for at least one-half day. All unused sick leave may be accumulated from year to year.

B. An employee, upon retiring or whose service with the Township is terminated under favorable conditions, shall be paid for 50% of his/her accumulated unused sick leave up to the maximum payments specified in the following schedule:

<u>Year</u>	<u>Maximum Payment</u>
2006-2010	\$25,000
2011-2015	\$20,000
2016- and every year thereafter	\$15,000

The employee shall be compensated with this accumulated leave at his/her base rate of pay at date of retirement.

C. Upon approval of the Township Manager, an employee may request a cash payment for a portion of accumulated sick time during the term of active employment. Such request for cash payment shall be at the employee's current rate of pay, with two hours accumulated sick time deducted from the accumulated sick time bank for each hour paid. Each request shall be individually judged based upon total time accumulated, township financial status, and any other relevant factors. The Manager's approval shall not be unreasonably withheld, but a denial with good cause shall be final.

ARTICLE XVI

PERSONAL LEAVE

All employees shall receive four (4) personal leave days per year, to be prorated in the employee's first and last year of employment.

ARTICLE XVII

BEREAVEMENT LEAVE

A. All employees shall receive three (3) consecutive working days leave in the event of the death of a spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law, or father-in-law, brother-in-law or sister-in-law. In addition, they shall receive one (1) bereavement day for the death of an aunt, uncle, cousin, niece, nephew, step-child, or step-parent.

B. The three (3) days shall be consecutive working days to be taken within fifteen (15) days of the death. Reasonable proof of death may be required by the Township.

C. The employee shall be allowed the three (3) or one (1) day leave per incident, as set forth in Section A above, such leave being separate and distinct from any other leave time. If a death occurs during an employee's scheduled vacation time, that employee shall receive additional vacation time to be scheduled at a later date.

ARTICLE XVIII

MILEAGE ALLOWANCE

Employees required to use personal vehicles in the pursuit of proper and necessary Township business will be reimbursed at the current IRS reimbursement levels per mile.

ARTICLE XIX

TUITION ALLOWANCE

The Township agrees to appropriate monies for employees who are taking courses that are job related. Employees must secure advance permission from the Township Manager. The employees must obtain proper certification or minimum "C" grade to be eligible for payment of courses taken.

ARTICLE XX

LEAVE OF ABSENCE

The Mayor and Township Council may grant the privilege of a leave of absence without pay for an employee, for a period not to exceed six (6) months at any one time, provided that all earned vacation time has been used first. Such leave may be renewed for an additional six (6) months by action of the Mayor and Council. During any unpaid leave of absence, the employee shall be responsible for pension, contributory, and hospitalization insurance premiums.

ARTICLE XXI

MATERNITY LEAVE

A female employee shall notify the department head of her pregnancy as soon as it is medically confirmed. A maternity leave shall be for a period of not more than one (1) year. The employee may elect to return at an earlier date, provided the employee shall be deemed medically fit to resume her position. Such leave will be granted without pay.

ARTICLE XXII

WORKMAN'S COMPENSATION

Employees entitled to receive Workman's Compensation Insurance shall be paid their regular pay for the first six (6) months after injury on the job without charges against their sick leave, vacation time, or personal

leave. However, any Workman's Compensation Insurance payments received during this six (6) month period shall be turned over to the Township. The Township will consider extending this six (6) month period upon review.

ARTICLE XXIII

LONGEVITY

A. Full-time employees hired on or before December 31, 2007 and covered by this Agreement shall be paid, in addition to the rates of pay set forth in this Agreement, a longevity increment based upon years of service with the Township in accordance with the schedule noted below. Longevity payments are eliminated for employees hired after January 1, 2008.

B. The longevity schedule will be as follows:

1. After five (5) years of employment - \$.30/hour.
2. After ten (10) years of employment - \$.60/hour.
3. After fifteen (15) years of employment - \$.90/hour.
4. After Twenty (20) years of employment - \$1.20/hour.
5. After twenty-five (25) years of employment - \$1.50/hour.

Employees between the groupings noted above, will be frozen at the existing longevity pay until reaching the next grouping.

Part-time employees hired on or before December 3, 2007 shall be entitled to earn longevity payments should they become employed as full-time employees, at the rate of one year of eligible service for every two years employed as a part-time employee.

D. Longevity shall be payable on employee's anniversary date of hire with the Township.

ARTICLE XXIV

SALARY AND WAGES

All covered employees shall receive the following wage increases, which shall apply with full retroactivity:

1. 2006 – 3.75%.
2. 2007 – 3.75%.
3. 2008 – 3.25%.
4. 2009- 3.25%.

ARTICLE XXV

EXCLUSIVITY OF ASSOCIATION REPRESENTATION

The employer agrees that it will not enter into any individual contract regarding the terms and conditions of employment other than this Agreement with the Association with regard to employees covered under this Agreement during the term of this Agreement.

ARTICLE XXVI

NEW POSITIONS, PROMOTIONS OR JOB CHANGES

Whenever a vacancy exists or a new position is created, municipality shall post the opening on the employee bulletin board to allow all clerical employees who are eligible to apply for the position.

ARTICLE XXVII

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his/her position or stoppage of work or abstinence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other job action against the Township.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned, including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slow-down, walk-out, or job action, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Township to take appropriate disciplinary action, including possible discharge in accordance with the applicable law.

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

ARTICLE XXVIII

JURY DUTY

Each Association member shall be allowed leave with differential pay, if required for jury duty. A written request for such leave shall be given to the Township Manager at least two (2) weeks in advance. Employees shall receive the difference between pay received for jury duty and the employee's wages for the

leave period.

ARTICLE XXIX

DUES CHECKOFF

A. The Township agrees to deduct from the earnings of each employee, who has properly authorized such deductions in writing, Association dues on the first payroll of each quarter of the calendar year and further agrees to forward said deductions along with a list of employees for whom a deduction has been made, showing the amount deducted, to the Association within fifteen (15) days after each quarter.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall notify the Township in writing prior to the effective date of such change.

C. All new employees will be informed of the existence of the Association Agreement at the time of hiring. A monthly list of the new employees hired, with the position titles, shall be supplied to the Association, so that the Association may provide membership applications and copies of the Agreement.

D. Effective January 1, 1983, the Township of Byram shall deduct by payroll deduction from those employees covered by this Agreement and non-members of New Jersey Civil Service Association, Morris Council #6, a fair share fee for services rendered by the majority bargaining representative. The fair share fee for services rendered by the majority bargaining representative shall be in an amount equal to the regular membership dues, less the cost of benefits financed through the dues and available only to the members of the majority bargaining representative, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues.

1. The majority bargaining representative shall provide sixty (60) days prior to January 1, 1989, and January 1st and July 31st of each succeeding year, advance written notice to the Public Employment Relations

Commission, the Township of Byram, and to all employees within the unit, as shall be determined by a list of such employees and furnished by the Township of Byram, the information necessary to compute the fair share fee for services on the above formula.

2. Any challenge to the assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Township of Byram, and the majority bargaining representative within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason therefore. The burden of proof relating to the amount of the fair share shall be on the majority bargaining representative.

3. The Township of Byram shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative quarterly during the term of this Agreement and any successive Agreement so providing.

4. In the event the challenge is filed, the deduction for fair share shall be held in escrow by the Township of Byram, pending a decision by the Public Employment Relations Commission, pursuant to 34:13A-5.4 as amended. No fees shall be deducted for any employee sooner than:

- a. The thirtieth (30th) day following notice of the amount of the fair share fee.
- b. Satisfactory completion of a probationary period or the thirtieth (30th) day following the beginning of employment, whichever is later.
- c. The tenth (10th) day following the beginning of employment for employees entering into work in the negotiation unit from re-employment lists.
- d. The date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, for employees hired on a temporary basis, provided, however, that no employee in the aforementioned categories nor any

employees in the employ of the Township of Byram at the time an agency shop agreement becomes effective shall be required to tender the fair share fee before the thirtieth (30th) day following the date the said agreement becomes effective.

5. The majority bargaining representative agrees to establish a procedure by which non-member employees in a unit can challenge the assessment as provided in Section 3 of this Act. Said procedure shall consist of an appeal of the individual assessment to the Board of Trustees of New Jersey Civil Service Association, Morris Council #6, at a meeting to be scheduled no later than thirty (30) days from the date of the notice of the challenge of the assessment. Upon receipt of a challenge, notice of the challenge and hearing date shall be given to the Township of Byram and the challenging employee by the majority bargaining representative and shall be posted conspicuously at the work sites of the Township of Byram to allow all interested employees to participate. The hearing shall be open to all interested parties; and the determination of the Board of Trustees of New Jersey Civil Association, Morris Council #6, shall be made in writing, with copies to the Township of Byram and the challenging employee. Any challenging employee who disagrees with the determination of the Board of Trustees of Morris Council #6 shall have the right, within twenty (20) days of said notice of determination, to appeal the decision to a Board consisting of three (3) members appointed by the Governor, and such other appeals as may be allowed by law.

E. New Jersey Civil Service Association Council #6 shall indemnify, defend, and save the Township of Byram harmless against any and all claims, damages, suits, or other forms of liability as may arise out of or by reason of action taken by the Township of Byram in reliance upon the dues deductions and/or the fair share and computation thereof submitted by Morris Council #6 to the Township of Byram.

F. A list of all employees for whom a deduction has been made shall accompany each remittance to the Association. A copy of the regular Public Meeting monthly agenda will be provided to the Association on a

regular basis for the Association's records.

ARTICLE XXX

FULLY BARGAINED PROVISIONS

A. 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.

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

ARTICLE XXXI

TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of the first day of January, 2006 and shall remain in full force and effect through the 31st day of December, 2009. This AGREEMENT shall remain in full force and effect after the termination date of this AGREEMENT, unless either party gives notice in writing ninety (90) days before the termination date of this AGREEMENT of a desire to change, modify, or terminate this AGREEMENT.

IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seal this 31 day of December, 2007.

BYRAM TOWNSHIP MUNICIPAL
CLERICAL EMPLOYEES
MORRIS COUNCIL NO.6, N.J.S.C.A.

By: Elizabeth Sutula

TOWNSHIP OF BYRAM

By: [Signature]

ATTEST:

[Signature]

ATTEST:

Doris Flynn

**ADDENDUM A
EMPLOYEES AND WAGES: 2006 - 2009**

<u>DATE HIRED</u>	<u>EMPLOYEE</u>				
<u>FULL-TIME (ANNUAL SALARIES)</u>		<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
1/5/1988	VALERIE CANNATA	\$46,758.40	\$48,441.64	\$50,579.15	\$52,141.85
12/1/2003	JILL GALLO	\$32,162.50	\$33,368.59	\$34,453.07	\$35,572.79
8/28/2000	MARGARET MCGARRITY	\$45,510.40	\$47,193.64	\$48,707.15	\$50,269.85
4/16/2007	PATRICIA REICHE		\$32,000.00	\$33,040.00	\$34,113.80
3/12/1986	CHRISTINA STOPA	\$47,382.40	\$49,065.64	\$50,579.15	\$52,141.85
<u>PART-TIME (PER HOUR)</u>					
10/17/2007	CYNTHIA CHURCH		\$14.00	\$14.46	\$14.92
9/4/2002	VIRGINIA CITARELLA	\$13.49	\$14.42	\$14.46	\$14.92
10/25/1999	CATHERINE MULLIGAN	\$13.90	\$14.42	\$14.89	\$15.36
2/2/2004	CHERYL WHITE	\$13.49	\$14.00	\$32,007.50	\$33,047.74
			\$31,000.00 ¹		

¹ Effective December 1, 2007, Ms. White's employment changed from part-time to full-time, with an annual salary of \$31,000.

ADDENDUM B
SPECIAL ISSUES

1. Retroactive to January 1, 2006, Jill Gallo's salary will be adjusted to \$31,000 prior to the agreed upon wage increase for each year from 2006 through 2009.
2. Retroactive to January 1, 2006, Ginny Citarella's hourly rate shall be adjusted to \$13 per hour prior to the agreed upon wage increase for each year from 2006 through 2009.
3. Ginny Citarella and Cathy Mulligan shall receive a one-time credit of 16 hours time off each, to be used no later than December 31, 2008.
4. The optional disability insurance provided under Article XV (Sick Leave and Disability) of the prior (2002-2005) contract is eliminated, except that coverage shall be retained for Valerie Cannata. The conditions of this insurance remain as they were in the prior contract for Valerie Cannata:
 - a. Disability coverage shall begin after the employee is unable to report to work after two (2) weeks of absence.
 - b. The rate of disability shall be \$100 per week.
 - c. The cost of disability insurance shall be split equally by the Township and the clerical employee. The employee shall not have to use up accumulated sick leave to receive disability insurance. The cost of this plan shall be agreeable to both the Township and the Employees Association.

UHL

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11/30/07