

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWNSHIP OF ROXBURY**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
LOCAL 1032**

**January 1, 2008 through December 31, 2011**

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This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 between the Township of Roxbury, hereinafter referred to as the "Township" and Communications Workers of America Local 1032, hereinafter referred to as the "Union", shall be in effect from January 1, 2008 through December 31, 2011.

## Article I Recognition

The Township recognizes the Union as the sole and exclusive collective bargaining agent with regard to rates of pay, hours of work, and other conditions of employment for all white collar employees, including Animal Control officers, Fire Inspector, Police Telecommunicators/911 Operators and Permanent Part-Time employees employed by the Township, excluding the Senior REHS position, and for such additional or deleted classifications as the parties may later agree to add or delete.

## Article 2 Union Security/Dues Deductions

**Section 1.** It is agreed that at the time of hiring, the Township will inform newly hired employees who fall within the bargaining unit, that they may join the Union thirty one (31) calendar days thereafter.

**Section 2.** The Township agrees to deduct Union dues from the salaries of employees subject to the terms of this Agreement. Such deductions shall be made in compliance with N.J.S.A 52:14-15.9(d), as amended. Said monies, together with records of any correction, shall be transmitted to the Union office within fifteen (15) calendar days following the pay period in which the deductions were made.

**Section 3.** If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Township written notice prior to the effective date of such change.

**Section 4.** The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated Township officials as provided in N.J.S.A. 52:14-15.9(e) as amended. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Union to the Township.

**Section 5.** Effective on the date of signing this Agreement any employee in the bargaining unit who has not become a member of the Union will either become a member in good standing or pay a Representation fee equal to 85% of the Union dues.

**Article 3  
Management Rights**

**Section 1. The Township hereby retains and reserves unto itself, without limitation, 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 of 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, to introduce and use new and improved methods and equipment, to contract out for goods and services, as determined 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 the Township 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 five (5) days advance notice thereof to the employees and to require compliance by the employees is recognized.**
- 4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.**
- 5. The Township may establish the initial salary for new classifications and in the event the parties to this Agreement agree that such classifications are to be covered under this Agreement, the Union may then negotiate for employees in such classifications in accordance with the provisions of Article 1 of this Agreement. In the event the parties do not agree that such new classifications are in accordance with the provisions of Article 1 of this Agreement, the matter will be determined by the Public Employment Relations Commission.**
- 6. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.**
- 7. 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 non-productive or for other legitimate reasons.**
- 8. The Township retains the right to subcontract any or all the work performed by employees covered by this Agreement.**

9. In the exercise of the foregoing powers, rights, authority duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and 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.
10. Nothing contained herein shall be constructed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national state, county or local laws or regulations.

#### Article 4 Grievance Procedure

##### Section 1. Definition

- A. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them. No grievance may be processed beyond Step One herein, unless such grievance shall constitute a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. It is expressly understood that disputes concerning terms and conditions of employment governed by statute or administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein. It is further expressly understood that no grievance shall be processed beyond Step One herein, if it relates to any matter which was, or which could have been, raised at the table during the negotiations that led to the Agreement.
- B. The term "immediate Superior" as used herein means the person to whom the aggrieved employee is directly responsible under the prevailing table of organization of the Township. The foregoing reference to table of organization and determination of immediate superior is for information purposes only, it being expressly understood that the nature, scope and formulation of a table of organization, and the determination, of an employee's immediate superior are non- negotiable, non-grievable and non- arbitratable subjects over which the Township reserves total discretionary authority and control.

## Section 2. Purpose

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any forum thereafter. The instant grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of the term grievance as herein provided.

## Section 3. Employees

### 1. Step One- Immediate Superior

- A. A grievant must file his/her grievance in writing with his/her immediate superior within ten (10) working days of the occurrence of the matter complained of, or within ten (10) working days after he/she would have reasonably been expected to know of its occurrence. If the grievant's immediate superior is the Department Head, the grievance shall be initially presented at Step Two, but in all other respects the provisions set forth in Step One shall govern.
- B. The grievance must be in writing on the grievance form approved by the Township and the Union; must be signed by the grievant and, if filed by the Union, by the Union's representative as well, must set forth a clear and concise statement of facts constituting the grievance, the specific contract provision (s) forming the basis of the grievance, and must set forth with particularity the remedy sought by the grievant
- C. Once a grievance is timely filed, the immediate superior shall investigate the grievance and render a written response, which shall be served upon the grievant, the Union and the Shop Steward. In the course of his/her investigation, the immediate superior may consider the matters contained in the written grievance and may also schedule a meeting with the grievant and the Shop Steward within three (3) working days after receipt of the grievance. The immediate superior's response shall be served within five (5) working days after receipt of the grievance, or if a meeting has been held as foresaid, within five (5) working days after the date of such meeting.

### 2. Step Two- Department Head

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the immediate superior has not served a timely written response at Step One, then within five (5) working days after the grievance is filed by it, may present the written grievance and any written statement of the dissatisfaction with the results at Step One. If the Township Manager is serving as Department Head, Step Two shall be bypassed and the grievance presented at Step Three. Upon receipt of the grievance by the Department Head, the procedure set forth in Step One shall be followed, except that the meeting date period shall

be five (5) working days and the response period shall be ten (10) working days.

### 3. Step Three- Township Manager

In the event the grievance is not resolved at Step Two, or in the event the Department Head has not served a timely written response at Step Two, then within five (5) working days after the response date set forth in Step Two, the grievant and the Union may present the written grievance and any written response(s) received at Step One and/or Step Two to the Township Manager, together with a written statement of the dissatisfaction with the results at Step Two. Upon receipt of the grievance by the Township Manager, the procedures set forth in Step One shall be followed, except that the meeting date period shall be seven (7) working days and the response period shall be fourteen (14) working days.

### Section 4. Step Four- Arbitration

A. In the event the grievance is not resolved at Step Three, or in the event the Township Manager has not served a timely written response at Step Three, then within twenty (20) working days after the response date set forth in Step Three, the Union only may notify the Township Manager in writing of the grievant's intention to submit the grievance to binding arbitration.

B. The Union only may invoke binding arbitration by submitting a written request therefore to the Public Employee Relations Commission with a copy of such request to the Township Manager. Thereafter binding arbitration proceedings shall be conducted pursuant to the Public Employee Relations Commission rules governing same, except as they may be expressly altered or modified herein.

C. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons for his award, by no later than thirty (30) days from the date of closing the hearing, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator shall lack authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement.

### Section 5.

Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places, provided that such meetings and hearings shall not be scheduled during employees' regular working hours unless absolutely essential to a fair disposition of the grievance. The individual grievant shall have at his/her request his Shop Steward or Business Agent (at step 3 & 4 only as to the Business Agent) to assist in the resolution of the grievance at such meetings and hearings. In the event such meetings and hearings are scheduled during employee's regular working hours, the individual grievant, the Shop Steward, and any necessary employee witnesses shall be released from work without loss of straight time pay for the purpose of participating thereat. Requests for employee representatives and witnesses shall be made to the Township Manager in writing by no later than

three (3) days prior to the date of the meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties' witnesses and the needs of the Township.

**Section 6.**

If no action is taken within ten working (10) days, grievance shall be deemed to be abandoned and considered null and void.

**Article 5  
Agreement Not To Strike or Lobby**

**Section 1.** The Union agrees that during the term of this Agreement, neither it nor its officers, employees or members or other persons covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, work stoppage, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any similar actions, which involve suspension or interference with, or disruption of, the normal activities of the Township. Any employee participating in these prohibited activities may be disciplined by the Township.

**Section 2.** The Union Agrees that during the term of this Agreement, it will refrain from lobbying before the Roxbury Township Council, provided however, that it is recognized and agreed that Township employees acting individually may present matters unrelated to their employment with the Township to the Township Council for consideration on an individual basis as their needs as Township residents require.

**Article 6  
Non- Discrimination**

**Section 1.** There shall be no discrimination by the Township or the Union against any employee on account of race, color, ancestry, creed, national origin, sex, sexual orientation, age, marital or domestic partnership status, political status, religion, liability for service in the armed forces, atypical hereditary cellular or blood trait disability, handicap or any category protected by Federal, State or local law or regulation.

**Section 2.** There shall be no discrimination, interference, or restraint or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non membership in the Union, or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employee covered under this Agreement, who are not members of the Local Union.

**Article 7  
Job Posting**

**Section 1.** Existing or anticipated job vacancies will be posted on bulletin boards at all buildings where members of the bargaining unit are employed. Posting will be for a period of ten (10) working days.

**Section 2.** All employees who sign the posting will be interviewed.

**Section 3.** If posted vacancies are filled, they will be filled within fifteen (15) working days of the exclusive posting, when the position is filled from the bargaining unit.

**Section 4.** Where a situation exists in which an existing Township employee applies for a given position and has qualifications equal to the application of another Township employee, seniority shall be the determining factor in the selection of the applicant.

**Section 5.** When an existing Township employee has qualifications equal to a non-Township employee applicant, the existing employee shall be given first preference.

**Section 6.** In the event employees, outside of the initiating department are needed to work on special projects, including elections, selection of additional employees shall be based first on the ability to perform the work, seniority and on a rotating basis.

**Article 8  
Probationary Status**

**Section 1.** All newly hired employees shall be subject to a ninety (90) calendar day period of probational employment. This may be extended for an additional ninety (90) days. The purpose of said period of probational employment is to enable the Township to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status and also for the opportunity for the Township to review its needs for staffing and to review its final situation. If, at any time during or at the end of the probational employment period, the conduct and/or performance of the employee is found to be unsatisfactory by the Township, or the Township deems it does not need or cannot afford the position, the Township may terminate the employee. The decision of the Township regarding the termination of the employee shall not be subject to the Grievance Procedure.

**Article 9  
Seniority**

**Section 1.** Seniority shall be defined as an employee's bargaining unit length of service with the Township beginning with the employee's date of hire, providing the ninety (90) day probationary period, or as extended in Article 8, has been completed successfully. If the probationary period is extended, seniority will be retroactive back to the ninetieth (90) day.

**Section 2.** For purposes of layoff and recall, seniority shall be determined by length of service within the bargaining unit.

**Section 3.** A break in continuous service occurs when an employee resigns, is discharged for cause, or retires.

**Section 4.** The number years worked by an employee shall determine seniority. Part-time employee's years of service shall be pro-rated based upon scheduled working hours.

**Article 10  
Reduction- In -Force**

**Section 1.** Before carrying out a reduction in force, the Township shall meet and inform the Union at least sixty (60) days prior to implementation.

**Section 2.** An employee in an abolished position may be assigned to a similar classification in the town. If reassignment is not available, a senior employee shall have the right to bump to a position held by a junior employee with the same classification within the bargaining unit if qualified to perform the job. Employees shall be given a sixty (60) day notice before lay-off.

**Section 3.** A laid off employee will be placed on a priority call back list by seniority. An employee whose name is placed on a recall list shall have recall rights for a period of one (1) year.

**Article 11  
Promotions**

**Section 1.** Promotions are to be made solely on the basis of merit and qualifications. The Township Manager shall make determinations of qualifications and merit as they apply to positions represented by the Union.

**Section 2.** Where a situation exists in which an existing Township employee applies for a given position and has qualifications equal to the application of another Township employee, seniority shall be the determining factor in the selection of the applicant.

**Section 3.** When an existing Township employee has qualifications equal to a non-Township applicant, the existing employee shall be given first preference.

**Section 4.** When an employee is promoted but does not successfully complete a probationary period as set forth in Article 8, the employee may return to the previous job classification.

## **Article 12 Hours of Work and Overtime**

**Section 1.** The normal workweek shall be from Monday to Friday, both inclusive, and shall comprise five (5) days of seven (7) hours each or five (5) days of eight (8) hours, as current practice. Dispatchers will work police patrol shifts.

**Section 2.** Any work performed beyond eight (8) hours in a work day shall be considered overtime to be compensated at one and one half (1½) times the regular hourly rate of pay or may be used as comp time equal to 1½ times at employee's option. The Township agrees to pay overtime at one and one-half (1½) times the rate of pay.

**Section 3.** Any work authorized to be performed on Saturday after the employee's normal Monday to Friday work week shall be compensated for at one and one half (1½) times the regular hourly rate of pay, and all work performed on Sunday after the employee's normal Monday to Friday work week shall be considered overtime and shall be compensated for at two (2) times the regular hourly rate of pay. Any scheduled overtime shall be at a minimum of four (4) hours pay at rates noted above.

**Section 4.** Overtime shall be distributed equally as practical among the employees qualified in their department and capable of performing the work available. An employee shall not be removed from a job if the said employee has been performing the job on that day, in order to provide such equitable distribution of overtime in the department.

Section 5. Call Back- In the event an employee is called back to work for an emergency after the conclusion of a normal work shift, the employee will be entitled to pay at a minimum of the first one (1) hour at the employee's regular hourly rate of pay plus an additional three (3) hours at the overtime rate.

Call out for court employees will be paid as follows: \$50.00  
per call out- no call out after 1:00 A.M.

Section 6. Mandatory on-call time for court employees shall be paid at \$20.00 per week. Payment for receiving and responding to faxes will be \$35.00, ~~and if an employee is called back to work he/she shall receive \$30.00.~~ CR F.S.P.

Section 7. Except in case of emergency or in the event of performance of an assigned job, no seasonal or temporary part-time employee shall perform in excess of the regularly scheduled workweek the duties of employees in the bargaining unit.

Section 8. At no time will the employee be responsible for filling his/her position upon any absence due to scheduled vacation, sick time or any other reason for being absent according to the contract.

Section 9. If assigned, employees that assume a temporary responsibility in a supervisory classification for a period of three and one half ( $3\frac{1}{2}$ ) hours or more shall receive \$50.00 per day in addition to their salary. The supervisor in charge may designate the highest classified individual as a replacement. If there are two or more individuals with similar classification, the selection will be rotated. If not assigned, employees will not be required to perform any supervisory functions.

Section 10. Engineering Department employees shall continue procedures for billing of overtime hours worked as past practice.

Section 11. When an employee is required to work in a higher paying job classification, and has the approval of the Township manager, that person shall receive the rate of pay for the position worked. Work must be performed for a period no less than three and one half ( $3\frac{1}{2}$ ) hours.

Section 12. The Township will allow the use of vacation time or compensatory time if an employee is unable to report to work due to a snow or ice event. Alternatively, the employee may make up the time lost provided that the time is made up in seven (7) calendar days, in no less than one (1) hour increments which do not include lunch hours, and as approved by the department head. Additionally the make-up schedule can not place the employee in an overtime situation. In the event the Governor of New Jersey declares a statewide emergency that directly affects Morris County and/or the Township, employees will not have to report to work and will not be charged leave time or be required to make up their work hours. If the Governor declares a statewide emergency that does not directly affect Morris County and/or the Township of Roxbury, employees will be expected to report to work or be charged leave time to cover their absence.

**Article 13  
Holidays**

**Section 1.** The Township guarantees to all employees within the bargaining unit the following holidays with full pay for the normal shift at the employee's regular straight time rate of pay, although no work is performed on such days:

- |                                      |                                  |
|--------------------------------------|----------------------------------|
| <b>New Year's Day</b>                | <b>Columbus Day</b>              |
| <b>Martin Luther King's Birthday</b> | <b>Veteran's Day</b>             |
| <b>President's Day</b>               | <b>Thanksgiving Day</b>          |
| <b>Good Friday</b>                   | <b>Friday after Thanksgiving</b> |
| <b>Memorial Day</b>                  | <b>Christmas Eve- ½ Day</b>      |
| <b>Independence Day</b>              | <b>Christmas Day</b>             |
| <b>Labor Day</b>                     |                                  |
- Three (3) Personal Days Beginning January 1, 2007**

**Section 2.** If a holiday falls on a normally scheduled day off, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday.

**Section 3.** If a holiday falls within the vacation period of an employee he/she shall receive pay for the same or additional day of vacation.

**Section 4.** Employees who work on any of the above holidays shall be paid for such work at the rate of two and one half (2½) time the employee's regular rate for all hours worked which shall include the holiday pay for the normal work day. To be eligible for the holiday pay, said employee must work the day after the holiday unless the day is an excused day with pay for verified illness or vacation. Medical certification may be required if absent during a holiday week.

**Article 14  
Vacations**

**Section 1.** The Township agrees to grant to all employees within the bargaining unit vacations with pay in accordance with the following schedule:

- A.** New full-time employees shall receive 10/12 of a vacation day per full month worked, not to exceed ten (10) days for the first calendar year.
- B.** Part-time employees shall receive prorated vacation time, based on the ratio of their scheduled hours to the full-time schedule.

<b>Year one (1) through five (5)</b>	<b>10 days per year</b>
<b>Sixth (6) calendar year</b>	<b>11 days per year</b>
<b>Seventh (7) calendar year</b>	<b>15 days per year</b>

Eighth (8) calendar year	16 days per year
Ninth (9) calendar year	17 days per year
Tenth (10) calendar year	18 days per year
Eleventh (11) calendar year	19 days per year
Twelfth (12) calendar year	20 days per year
Thirteenth (13) calendar year	21 days per year
Fourteenth (14) calendar year	22 days per year
Fifteenth (15) calendar year	23 days per year
Sixteenth (16) calendar year	24 days per year
Seventeenth (17) calendar year and thereafter.	25 days per year

**Section 2.** Any new employee may not accrue nor take vacation leave until they have worked for the Township for at least six (6) months. All employees hired after January 22, 2008, shall accrue a maximum of four (4) weeks of vacation per year from their twelfth (12<sup>th</sup>) calendar year of service and thereafter.

**Section 3.** Vacation days for all employees who have been with the Township for at least twelve (12) consecutive months shall be made available to the employees on January 1<sup>st</sup> of the next calendar year. Employees shall notify their supervisor of their requested vacation schedule by March 15, although vacations may be taken at any time during the year. If an employee shall terminate employment during the year, the amount of actual vacation to which he/she is entitled shall be based upon the ratio of the number of weeks actually worked to the entire year. The employee shall then be compensated for this accrued but unused vacation. In the event the employee has taken vacation days in excess of his/her accrual at the time of termination the cost of the excess vacation days shall be deducted from his/her last check.

**Section 4.** The Township reserves the right to reschedule vacations in accordance with the manpower needs and job assignments of the Township and convenience of the employee. The Township shall assign the first two (2) weeks of vacation on the basis of the Department seniority of the employees. Selection of vacation periods in excess of two (2) weeks shall be made after all other vacations have been scheduled. Eligible employees may take all of their vacation in consecutive weeks if permitted by the work schedule as determined by their Supervisor. The employee shall receive his/her normal hourly rate of pay for vacation schedule.

**Section 5.** Vacations shall be taken between January 1 and December 31<sup>st</sup> inclusive. Any employee who wishes to carry up to five (5) days vacation to the next year can do so but must use them by March 31<sup>st</sup> of the following year, unless special circumstances prevail. Employees wishing to exercise this option must advise the Township Manager of their intention by December 1<sup>st</sup>.

**Section 6.** Purchase of Vacation Time- An employee with more than two (2) weeks of vacation entitlement may return to the Township up to five (5) days of

accrued unused vacation for payment at his/her established hourly rate. If an employee opts for this "selling" of vacation leave, he/she must notify the Township by September 30<sup>th</sup> that he/she wishes to execute this option by December 31<sup>st</sup>.

Section 7. Police Telecommunicators/911 Operators shall be permitted to select their respective vacation time according to seniority within their own group, independently of other employees that are working in the police department, subject to the approval of the scheduling officers.

#### Article 15 Sick Leave

Section 1. "Sick Leave" shall mean the approved absences from post of duty by an employee because of illness, accident or exposure to contagious disease of the employee, or attendance by the employee upon a member of the employee's immediate family who is seriously ill, requiring the care or attendance of such employee; for the purpose of this article, "immediate family" shall mean a relative of the family.

Section 2. Each new full-time employee shall be entitled to sick leave credits at the rate of one (1) day per month in the first year, from the date of employment. Part-time employees shall be entitled to prorated sick time, based on the ratio of their scheduled hours to the full-time schedule. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rated basis, he/she shall have an amount equal to his daily rate of pay deducted from his/her final pay for each day of sick leave taken in excess of the number to which he/she was entitled.

Section 3. Each full-time employee will be credited with twelve (12) days of sick leave and each part-time employee will be credited with pro-rated sick leave annually, for each succeeding year of permanent employment, which is accumulative. For the purpose of reimbursement upon death, retirement or 10 years of service, accumulated sick leave shall be capped at 120 days and reimbursed at a rate of \$30.00 per day. Individuals with over 120 accumulated days as of April 2004 shall be subjected to the provisions of the prior program whereas employees shall be paid at the rate of \$20.00 a day with no limit or accumulation. Accumulated sick leave for part-time employees shall be paid at a pro-rated amount of \$30.00 per day, based on the ratio of their schedule hours to the full-time schedule. For the purpose of reimbursement upon death, retirement or after 10 years of service, accumulated sick leave shall be reimbursed at a rate of \$30.00 per day. If the employee is retiring, the employee shall provide a 3-month notice of retirement in order to be reimbursed for accumulated sick leave. The manager will consider extenuating circumstances.

Section 4. Each employee is required to notify his superior by one-half (½) hour before starting time on each day of absence. Should the employee be unable to reach his superior, then the Township Manager's office should be notified. It is recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case when an employee is hospitalized or seriously disabled, in which case it shall be sufficient that the employee or a member of the employee's family notify the supervisor or Township Manager's office giving reason for absence and information as to the recuperation. Absence of such instances, the daily requirement of notice shall be enforced. Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action.

Section 5. The Township shall have the right to request a doctor's note for any suspected abuse of sick time after the use of three (3) consecutive or nine (9) cumulative days in a year. The Township may, in its discretion, require examination by a physician appointed by it, prior to allowing an employee to return to work.

Section 6. The Township shall provide a .5% salary adjustment added to the base salary of each employee who uses three or less days of sick leave per annum and a 1% salary adjustment added to the base salary of each employee if no sick leave is used per annum. Increases will be added to the employee's base salary on January 1<sup>st</sup> of the following year.

Article 16  
Extended Sick Leave

Section 1. In the event of debilitating sickness and/or injury occurred during working hours on or off the job, the Township will provide a program which will guarantee an employee with two (2) years or more of continuous service based on his actual starting date as a permanent employee, his/her net pay for a period of ninety (90) calendar days from each circumstance. During the period that an individual is out on sick leave, that person will accumulate sick days in accordance with the contract formula of one (1) day per month. Prior to using the extended sick leave provision of this Agreement, an employee must use all of his/her previously accumulated sick leave and any sick leave acquired to date under the contract of one (1) day per month in the subject year.

Section 2. Extended sick leave benefits under this section will commence upon presentation to the appropriate Township official of certification from his/her physician of the debilitation. Further, the employee shall render him/herself available for examination by a physician selected by the Township. Both physicians must certify the employee's inability to return to work. In the event that it is determined that an employee would not be able to return to work on a permanent basis, the extended sick leave provisions herein will not apply.

Section 3. It shall be the responsibility of an employee receiving consideration under the extended sick leave benefits of this agreement to explore and determine whether he/she is entitled to any compensation related to disability, worker's compensation or social security benefits in connection with his/her injury and/or sickness. If the employee is entitled to these benefits, he/she shall pursue them accordingly. Any benefits or awards received for the period that the employee is under the extended sick leave portion of this contract, shall be returned to the Township to the extent the employee has received extended sick leave payments for the Township.

Section 4. All other leave under this section will be in accordance to the State of New Jersey Family Medical Leave Act P.L. 1990 c.

#### Article 17 Maternity Leave

Section 1. The provisions of the State of New Jersey Family Leave Act, P.L. 1990, c. 261 shall govern maternity leave.

#### Article 18 Bereavement Leave

Section 1. In the event of death in the employee's immediate family, or spouse's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed three (3) working days. Employees may receive an additional two (2) days of bereavement at the discretion of the Township Manager for good reason.

Section 2. The immediate family shall include spouse, parents, stepparents, brother, sister, grandparents, children and grandchildren.

Section 3. Reasonable verification of the event may be required by the Township.

Section 4. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of bereavement.

Section 5. An employee may make a request of the Department Head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Department Head or his designated representative shall be charged at accumulated compensatory time off.

Section 6. In the event of the death of an employee's aunt, uncle, cousin, niece, nephew or any other relative of the employee's household, the employee shall be

granted time off without loss of pay from the day of the death or the day of the funeral, but in no event shall such leave exceed one (1) working day, unless prior approval is granted by the supervisor and the Township Manager.

**Article 19  
Jury Leave**

Any employee covered by this Agreement who is required to serve on a jury, shall be granted a leave of absence with pay to serve on said jury. During the time that he/she is serving on said jury, the employee shall receive his/her full pay from the Township.

**Article 20  
Veteran's Rights and Benefits**

Section 1. The seniority rights of all employees who enter military service pursuant to N.J.S.A. 40A:9-159, now in force, or to be enacted, shall be maintained during such initial period of military service. Each such employee shall have the right to reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Township to said employee's previous position during period of such military service.

Section 2. Such reinstatement of veteran's shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3. The Township agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment of said employee's seniority rights and shall pay the difference between such service pay and regular working hours, straight time pay for scheduled working time lost.

Section 4. The Township agrees to pay an employee for all reasonable time involved in reporting for a physical examination for Military Service.

**Article 21  
Non- Paid Leaves of Absence**

Section 1. Upon making timely application, employees may apply to the Township for a leave of absence without pay for a period not exceeding ninety (90) days with a ninety (90) day extension, without loss of seniority rights.

Requests for leave of absence and/or extensions shall be in writing. Such leave may be granted to employees who are temporarily handicapped or incapacitated to such extent they are unable to perform their duties.

Section 2. Leaves may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.

Section 3. A leave of absence will not be granted to employees as a matter of convenience, or temporary advantage to such employees by reason, of place or hours of work or increased compensation. Employees seeking leave of absence without pay shall submit such a request in writing, stating the reason, when the leave is desired and the expected return to duty date.

Section 4. Any employee leaving a position prior to receiving such written authorization by the Township Manager shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Township.

## Article 22 Union Representatives

Section 1. The Township recognizes and shall deal with the accredited Union Shop Stewards in all matters relating to grievances and interpretation of this Agreement.

Section 2. A written list of Shop Stewards shall be furnished to the Township immediately after their designation and the Union shall notify the Township promptly of any changes of such Union Stewards. No more than four (4) Shop Stewards shall be designated by the Union.

Section 3. The Shop Stewards shall be granted a reasonable amount of time during regular working hours, without loss of pay, to present, discuss, and adjust grievances with the Township. A Shop Steward shall not leave work without first obtaining the permission of their department head.

Section 4. The Township agrees to grant time off without loss of regular pay not to exceed a total of (8) eight days for Stewards (2 for each shop steward) to attend Union Conferences and Seminars, provided five (5) days written notice specifying the dates of the Conference and Seminars is given to the Township Manager by the Union. Scheduling of these days shall not interfere with the efficient operations of Township.

**Article 23  
Bulletin Board**

A section of each bulletin board shall be provided by the Township for Union information. The Union agrees that it will not post anything of a derogatory nature to the Township or information which would incite or provoke job action.

**Article 24  
Welfare & Pension Benefits**

**Section 1:** All employees shall have Aetna (QPOS) as their standard (base) health plan. Any employee currently in the Aetna Plan who, after January 1, 2005, selects a higher cost plan will be required to pay the difference in cost to the Township through payroll deduction.

Co-pays for the Aetna plan shall increase as follows for all employees regardless of the date of hire:

In-network office visit shall be \$20 starting January 1, 2007.

In-patient hospital co-pay shall increase to \$100 per admittance effective January 1, 2007.

Emergency room co-pay shall increase to \$50 effective January 1, 2007. Prescription co-pay for non-generic drugs shall increase to \$20 on January 1, 2007. The co-pay for generic drugs will remain at \$5. Should a prescription drug be a sole source with no generic equivalent as prescribed by the physician, or if the physician indicates on the prescription, "dispense as written" or no substitution" or "Brand name medically necessary" members shall pay the generic co-payment for that prescription. Employees shall not be allowed to submit prescription co-pays for reimbursement under major medical coverage.

The Aetna (QPOS) plan out-of-network deductible shall increase to \$200/\$400 effective upon ratification.

Employees receiving health care insurance through the Township will contribute towards health care premiums as follows:

Year 2008 - \$8.00/week

Year 2009 - \$8.00/week

Year 2010 - \$8.30/week

Year 2011 - \$8.60/week

Said payments will be deducted from the employee's regular paycheck. All employees whose base annual salary exceeds \$70,000 per year will pay 1.5% of his/her base salary towards health insurance premiums.

**Section 2. Dental**

**Section 3. Vision Care**

**Prescription, Dental and Vision are for full family coverage. The Township reserves the right to change carriers so long as equivalent benefits are provided. The Township further agrees that all current retirees shall have whichever health**

plan they are currently receiving grandfathered at no cost to the retiree.

Section 4. The Township agrees to compensate the employee at 30% percent of their current health plan total savings under its health benefit voluntary selection program. All new employees will be compensated at thirty 30% percent of the total savings of the standard benefit plan under the Townships health benefit voluntary selection program. Such payment will be made at the end of each calendar year.

Section 5. Temporary Disability Insurance- The Township shall provide Disability Insurance as provided by the State of New Jersey, Department of Labor and Industry, Division of Unemployment and Disability Insurance, or an alternate plan providing equal benefits.

#### Article 25 Savings Clause

The Township and the Union recognize and agree that all provisions of this agreement are subject to law. In the event that any provision of this Agreement is rendered illegal or invalid under any applicable law or state or federal regulations, such illegality or invalidity shall affect only the particular provision which shall be deemed invalid and inoperative, but all other provisions of this Agreement shall continue in effect. The parties agree to immediately negotiate a substitute provision for the invalidated portion thereof.

#### Article 26 Clothing Allowance

As a condition of employment, any employee receiving a clothing allowance or uniform maintenance allowance shall be in full uniform during all working hours. The Township shall provide the following payments for uniforms:

##### Police Telecommunicators/911 Operators

For all years of this contract \$600.00.

By November 1<sup>st</sup>, each member must present to the Chief of Police, receipts for all purchases made from this uniform allowance; these receipts must indicate the supplier, date and a detailed description of the item purchased; a notation that purchase was paid and the member's name. Payment will be made in January each year.

Members shall receive a clothing maintenance allowance of \$400.00 per year, to be disbursed in two payments of \$200.00 each, in June and December of each year.

Animal Control Officers

The Township will provide uniforms. Employees will receive \$200.00 annually for the purchase of steeled toe work shoes and/or foul weather gear.

Clothing maintenance allowance of \$400.00 per year will be provided, to be disbursed in two payments of \$200.00 each, in June and December.

Inspectors, Engineering Aides, Assistant to the Engineer, and all Field Personnel

The Township will provide jackets. Employees will receive \$200.00 annually in June for the purchase of steeled toe work shoes and/or foul weather gear.

Dial-A-Ride Drivers, REHS

Employees will receive \$200.00 annually in June for the purchase of steeled toe work shoes and/or foul weather gear.

Article 27  
Discharge

Section 1. An employee shall not be discharged except for just cause and sufficient cause, except that newly engaged employees on probation shall be subject to dismissal without cause without appeal to the Union or Township or through the grievance procedure. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge, and such notification shall set forth the reason for said discharge.

Section 2. An employee who fails to show up to work without prior notice or reasonable excuse provided within a 24 hour period from the date of the occurrence has demonstrated just cause for dismissal.

**Article 28**  
**Educational Benefits**

**Section 1.** The Township agrees to reimburse the employees for higher education courses as follows:

Employees who receive a grade of 90% or higher shall receive 100 % reimbursement. An employee who receives a grade of 80% to 89% shall receive 75% reimbursement. There shall be no reimbursement for 79% or below. This applies to college credit course work and does not affect employees with prior agreements in place. All course work must be approved by the Township Manager. This does not apply to Continuing Education Certificates.

**Section 2.** Any employee receiving tuition and materials reimbursement from the Township shall enter into an agreement with the Township providing that they will continue their employment with the Township and perform their existing or new duties in a proficient manner for a minimum of two (2) years after completion of the program to offset the costs incurred by the Township. Failure to complete these years of service will cause the Township to seek restitution of funds expended on the employee's behalf. If the employee voluntarily leaves before two (2) years the amount shall be pro-rated. The Township shall not seek restitution in the event of lay-off.

**Section 3.** Stipends for additional education/certification shall be negotiated on an individual basis between the Township and the Union.

**Article 29**  
**Longevity**

Longevity will apply to all employees hired prior to January 1, 1997~ Longevity will be paid as follows:

0 - 4 <sup>th</sup> year	\$ 0.
5 <sup>th</sup> - 9 <sup>th</sup> year	\$ 600.00
10 <sup>th</sup> - 15 <sup>th</sup> year	\$ 900.00
16 <sup>th</sup> year and over	\$1200.00

Computation of longevity shall be set as past practice.

For all employees hired after January 1, 1997, longevity will not be offered as a benefit.

**Article 30  
Miscellaneous**

If a member dies his/her estate will be paid for all unused vacation time, compensatory time, holiday pay and sick leave pay on a pro-rated basis, as per this Agreement.

**Article 31  
General**

**Section 1.** It is agreed that the Township and the Union will continue their practice of not discriminating against any employee because of race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test. In addition, no employee shall be discriminated against because of activity or inactivity with respect to Union affairs. Any employee, who believes he/she has a discrimination complaint, shall have the right to file a complaint directly to the Affirmative Action Officer.

**Section 2.** No employee shall make or be requested to make any agreement, or enter into any understanding inconsistent or conflicting with the terms of this Agreement.

**Section 3.** Employees shall have the right to see and copy their personnel file with proper notice to the Personnel Office. Copies will be provided at a reasonable charge.

**Section 4. Training Program-** Employees may request appropriate training programs from their department head. If approved, the employee will be reimbursed for course and travel expenses.

**Section 5. Mileage Reimbursement-** An employee will be reimbursed for the use of their private vehicle in conducting Township business, at the prevailing mileage rate as set by the Federal IRS.

**Section 6. Other Business Related Expenses-** Employees are entitled to reimbursement for all authorized expenditures on behalf of the Township.

**Section 7. Stipends for Search Officers-** All appointed Search Officers will receive the same stipend.

**Article 32  
Wages**

**Section 1.** The Township will provide a 3.75% increase or \$1,500 for each employee, whichever is higher, for each year of the contract. Wage increases shall be given as follows during the term of this agreement:

The Township will provide a one-time signing bonus of \$500 to each employee which shall not be included in their base pay upon a successor agreement being fully executed by the parties.

Notwithstanding the above, minimum salaries at all levels will increase by 2% each year of the contract in lieu of the 3.75% given to current employees.

<b>Part-time</b>	<b>Minimum</b>	<b>Maximum</b>
2008	\$14.40	\$24.73
2009	\$14.69	\$26.17
2010	\$14.98	\$27.61
2011	\$15.28	\$29.05

**Receptionist, Basic Clerical**

2008	\$28,147	\$32,028
2009	\$28,710	\$33,528
2010	\$29,284	\$35,028
2011	\$29,870	\$36,528

**Sr. Clerk, Account Clerk**

2008	\$28,472	\$34,969
2009	\$29,042	\$36,469
2010	\$29,623	\$37,969
2011	\$30,215	\$39,469

**Sr. Account Clerk, Dial-A-Ride Driver, Police Records Clerk, Deputy Court Administrator, Asst. Animal Control Officer**

2008	\$31,190	\$42,485
2009	\$31,813	\$44,078
2010	\$32,450	\$45,731
2011	\$33,099	\$47,445

**Animal Control Officer, Fire Inspector,**

2008	\$32,230	\$42,485
2009	\$32,875	\$44,078
2010	\$33,532	\$45,731
2011	\$34,203	\$47,445

**Police Telecommunicators/911 Operators**

2008	\$36,310	\$46,635
2009	\$37,036	\$48,383
2010	\$37,777	\$50,198
2011	\$38,532	\$52,080

**Sr. Police Telecommunicator/911 Operator**

2008	\$37,205	\$51,591
2009	\$37,949	\$53,525
2010	\$38,708	\$55,533
2011	\$39,482	\$57,615

**Administrative Assistant, Jr. Coordinator**

2008	\$33,125	\$47,373
2009	\$33,787	\$49,150
2010	\$34,463	\$50,993
2011	\$35,152	\$52,905

St. Administrative Assistant, Engineering Inspector, Sr. Engineering Aide, Sr. Engineering Inspector, Engineering Aide, Sr. Coordinator, REHS

2008	\$39,028	\$58,107
2009	\$39,809	\$60,286
2010	\$40,605	\$62,547
2011	\$41,417	\$64,893

**Assistant to the Engineer**

2008	\$53,506	\$66,609
2009	\$54,576	\$69,106
2010	\$55,668	\$71,698
2011	\$56,781	\$74,387

**Section 2.** Employees promoted to a new classification will be paid within the salary range under the new classification.

**Section 3.** Employees may request salary adjustments if they believe they are wrongly classified or if their responsibilities have changed. Employees should make these requests in writing to the Department Head with supporting documentation and the written approval of their supervisor. The Township Manager will review these requests and if warranted will include them in the budgetary process.

**Section 4.** All part-time employees shall receive a prorated rate of \$1,500 based on their scheduled hours.

**Article 33  
Health & Safety**

The Employer agrees to provide safe and adequate working areas and equipment. Employees shall not be required to work under conditions which are unsafe or unhealthful. Employees or Union complaints of unsafe or unhealthful conditions shall be reported to the Township or designee and shall be promptly investigated.

For matters where there is no imminent threat to the health or safety of employees, the Township Manager may choose to refer the matter to the Township Safety Committee for review and recommendations.

**Article 34  
Employee Evaluations**



**Section 1. All employees shall be evaluated on an annual basis. The evaluation and merit program will be developed with the Unit and Manager. Employees shall have the right to appeal a supervisor's evaluation.**

**Article 35  
Continuing Education**

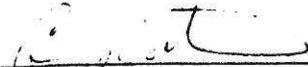
**Section 1. All employees shall receive up to nine (9) hours of continuing education as provided by the Township and during normal working hours as a condition of employment.**

Article 36  
Duration

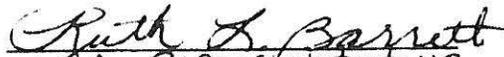
The term of this Agreement shall be in full force and effect for four (4) years, from January 1, 2008 through December 31, 2011. The benefits in this Agreement shall remain in full force and effect after termination of this Agreement and until superseded by a successor Agreement.

Signed this 17 day of Dec, 2008, by the duly authorized representatives of the parties hereto.

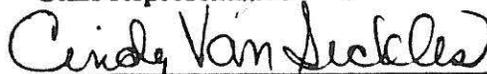
For Roxbury Township

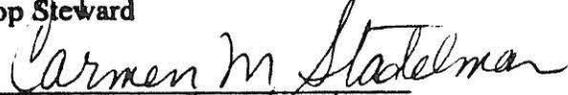
  
\_\_\_\_\_  
Township Manager

For Communications Workers of America  
Local 1032

  
\_\_\_\_\_  
CWA Representative

  
\_\_\_\_\_  
Staff Representative

  
\_\_\_\_\_  
Shop Steward

  
\_\_\_\_\_  
Shop Steward - Assistant

\_\_\_\_\_  
Shop Steward