

2007 to 2010

CONTRACT BETWEEN

THE TOWNSHIP OF HADDON

AND

THE HADDON TOWNSHIP DEPARTMENT OF PUBLIC WORKS

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO**

DISTRICT COUNCIL 71

LOCAL 3528

January 1, 2007 through December 31, 2010

INDEX

	<u>Page</u>
Preamble	3
Recognition.....	4
Reference	4
Employee Rights	5-6
Equal Treatment	6
Union Business	7
Management Rights	7-8
Check Off	9
Probationary Period.....	9
Promotion	10
Posting of Vacancies	11
Pay Periods	11
Identification Cards	12
Insurance	13-14
Overtime	15-18
On-Call Compensation	19
Call In Time	20
Jury Duty	20
Licensing Fees and Course Costs	20
Vacation	21
Uniforms	22
Safety and Health	23
Longevity	24
Holidays	25
Sick Leave with Pay	26-27
Bereavement Pay	28
Workmen's Compensation	29
Disciplinary Action	30
Seniority	31-32
Grievance Procedure	33-36
Salaries	37
Agency Shop	38
Layoff and Discharge	39
Fully Bargained Agreement	40
Duration	41
Appendix "A".....	42
Appendix "B"	43

PREAMBLE

This Agreement entered into this day of , 2007, by and between the Township of Haddon, in the County of Camden, State of New Jersey, hereinafter referred to as the “Township” and Local 3528, which is affiliated with District Council #71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the “Union”, has as its purpose the promotion of harmonious relations between the Township and the Union; the establishment of equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment; and represents the complete and final understanding of all bargainable issues between the Township and the Union.

ARTICLE I – RECOGNITION

The Township recognizes the Union as the Bargaining Agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of its employees in the classifications listed in Appendix A, which is part of this Agreement.

ARTICLE II – REFERENCE

Nothing contained in this Agreement shall alter the authority conferred it by Law, Ordinance, Resolution, Administrative Code, and the Township's Departmental Rules and Regulations, upon any Township Official or in any way abridge or reduce such authority.

This Agreement shall be construed as requiring both the Township and the Union to follow the terms contained herein to the extent that they are applicable in the exercise of the responsibilities conferred them by law. Nothing contained herein shall be construed to deny or restrict the employees of any such rights as they may have under any other applicable Laws or Regulations. The rights granted to the employees herein shall be deemed to be in addition to those provided elsewhere.

If any provision of this Agreement is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, however, all other provisions or applications shall continue in full force and effect.

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws except as such particular provision of this Agreement modify existing Local Laws.

ARTICLE III – EMPLOYEE RIGHTS

The Township and the Employees agree that employees should have the right to organize, for purposes of collective negotiations and other concerted activities for their mutual aid and protection as well as to freely refrain from such activities.

In addition, both parties also undertake and agree that they shall not directly or indirectly discourage, deprive, or coerce the employee in the enjoyment of rights conferred by the United States Constitution and other Federal and State Laws. The parties further agree that they shall not discriminate against the employee with respect to his/her hours of work, wages, or any other terms or conditions of employment, participation or lack of participation in as a member of the Union.

1. An employee shall have the right to inspect his or her personal file at reasonable times provided the Personnel Officer, or **his/her** designee, is present at the time of the inspection.
2. The Employer agrees to notify the Union and the individual employee, in writing, if any material derogatory to the employee is placed in his/her personal file, within five (5) days of such placement. Failure to comply with written notification within said five (5) days of such placement would constitute a violation of the contract and would deny the placement of said material into the employee's personal file.
3. The Township reserves the right to remove records such as medical, psychological and psychiatric examination, pre-employment inquiries and background investigations, prior to submitting the file to the employee.
4. Employee must notify their Department Head, in advance, when requesting to review their personal file.
5. The Township shall provide a bulletin board to be placed at each job site.

EMPLOYEE RIGHTS (CONTD.)

6. The Union shall have the use of the Union bulletin board for the posting of notices relating to meetings and official business of the Union. Only material authorized by signature of the Local Union President or his designee shall be permitted to be posted on said bulletin board, and said notices shall not contain any political or controversial material.
7. Employees who are covered by this Agreement shall perform the duties and responsibilities as outlined in Appendix “A” attached, or as directed by the Superintendent **or Supervisor of their respective Departments.**

ARTICLE IV – EQUAL TREATMENT

The Township and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, disability, religion, marital status, political affiliation, union membership or union activities.

The Township may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

Ten (10) working days prior to the implementation of any rules of work and conduct for employees established by the Township pursuant to the aforementioned, the Township agrees to notify the Union of said rules. The Union shall then have the opportunity to review such rules prior to their implementation.

The Township will post new rules five (5) days prior to their implementation. If an emergency arises, time limits shall be waived.

ARTICLE V – UNION BUSINESS

1. Whenever an Employee of the Township or a Representative of the Union is mutually scheduled to participate, during working hours, in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for any sick leave or vacation leave.
2. The President or his/her designee shall have time off with pay to attend Council 71 Executive Board Meetings or Special Meetings; in addition shall receive up to five (5) days to attend conventions, in all cases with not less than one (1) week's notice to the Department Head.

ARTICLE VI – MANAGEMENT RIGHTS

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 not without limiting the generality of the foregoing, the following rights:

1. The executive management administrative control of the Township Government and its properties and facilities and the 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 use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

MANAGEMENT RIGHTS (CONTD.)

3. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department, after advance notice to the employees, 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. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to Law.
6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or non-productive.
7. The Township reserves the right with regard to all other conditions of employment, not reserved, to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

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

Nothing contained herein shall be construed 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 VII – CHECK OFF

1. The Township agrees to deduct the monthly union membership dues from the pay of those employees who individually request, on properly dated authorization card, during the month following the filing of such card with the Township. The amounts to be deducted shall be certified to the Township by the Treasurer of the Union, and the aggregate deductions from all employees shall be remitted to the Office of Council #71, together with a list of names of all employees for whom the deductions were made, by the tenth (10th) day of the succeeding month after such deductions were made.
2. Employees covered by this agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.
3. The effective date of a termination of dues deduction to the majority representative shall be July 1, next succeeding the date on which the notice of withdrawal is filed with the employer.
4. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE VIII – PROBATIONARY PERIODS

Section 1. New employees or promoted employees will serve a probationary period of ninety (90) calendar days. Upon satisfactory completion of the probationary period, an employee will be placed on the seniority list retroactive to his or her **permanent full time** date of hire.

Section 2. Employees retained under an Ordinance appropriation will be hired to a **permanent full time position after completing ninety (90) calendar days of employment (provided sufficient funds are available in the budget). This section does not apply to the employment of seasonal employees.**

Section 3. Ordinance employees hired prior to January 1, 2007, having served at least one year of service to the Township were entitled to be placed at year two (2) of the vacation benefit at the completion of their probationary period and received one year service credit for the purpose of determining seniority **ONLY.**

Section 4. Provision of Employment – All employees covered under this agreement will be required to possess and maintain a valid New Jersey Driver’s License with CDL Certification. Positions excepted from the CDL Certification will be the Mechanic, Electrician, Dispatcher/Computer Operator and Laborer. Individuals not holding a valid driver’s license will be given an opportunity to obtain same, within one-hundred twenty (120) days from the signing of this Agreement.

ARTICLE IX – PROMOTIONS

The Township shall give preference for promotions and advancement to present employees, when such vacancies exist. The Township shall make every reasonable effort to award the position to the most senior employee who has the ability and qualifications to perform the duties and responsibilities of the position available.

POSTING of VACANCIES

Section 1: Any vacancies or newly created positions will be posted prominently for ten (10) calendar days. The posting shall include the classification, the salary, a description of the job, and required qualifications and the procedure to be followed by employees interested in applying.

Section 2: It is agree that Township will give preference to an employee applying for any vacancies or newly created position, provided he has the ability to perform the work involved.

ARTICLE X – PAY PERIODS

The Township's workweek begins on Wednesday and ends on Tuesday of the next week. Paychecks are issued on Friday, with a maximum hold back of three (3) days pay. Employees will be paid on a bi-weekly basis.

Any payroll error in **excess of 10 hours** shall be corrected as soon as possible **but** not later than three (3) working days **or in the paycheck of the next pay period, provided the affected employee is in agreement.**

The regular hourly rate will be determined by dividing the annual salary by the number of hours (1950) in the employees prescribed workweek.

If payday falls on a holiday, paychecks will be issued on the preceding workday.

Direct deposit will be offered to interested employees when available

ARTICLE XI – IDENTIFICATION CARDS

The Township shall supply each employee with an Identification Card. Each employee will be required to carry a valid Identification Card during all working hours. Before the final paycheck is issued to a retiring or separated employee, the Identification Card must be surrendered.

ARTICLE XII – INSURANCE

HEALTH INSURANCE: All permanent Full Time Employees of the Township will be provided with the following Health Insurance coverage: Blue Cross, Blue Shield, Rider J, Major Medical Insurance, or equal and comparable coverage, paid in full by the Township.

Employees covered by the Public Employee’s Retirement System, upon retirement (Service Retirement, Accidental disability, Ordinary Disability, and Early Retirement, but not Deferred Retirement) with Twenty-Five (25) or more years of service with the Township, the Employee will continue to receive the Health Insurance Benefits, paid for in full by the Township.

A: For those employees hired on or after January 1, 1995, upon retirement with Twenty-Five (25) or more years of service with the Township, the Employee’s spouse of ten years prior to employee retirement will continue to receive the Health Insurance Benefits, paid for in full by the Township. The spouse will receive this coverage until age 62 and Medicare becomes primary insurance.

B. When spouse does not meet the requirements of section A., the spouse may continue to purchase insurance at the employer group rate.

C. All other dependents of employees hired on or after January 1, 1995, shall be eligible for continued Health Insurance upon the employee’s retirement only for the first thirty-six (36) months after said retirement or upon the employee obtaining other employment health insurance coverage, whichever comes first.

LIFE INSURANCE: The Township shall provide a fully paid life insurance policy for the Employee, said policy paying a minimum death benefit to Ten Thousand Dollars (\$10,000.00).

INSURANCE (CONTD.)

STATE DISABILITY PLAN: Effective January 1, 1994, the Township will participate in the New Jersey State Disability Insurance Plan.

ARTICLE XIII – OVERTIME

- A. The workweek shall consist of five (5) days. To efficiently serve the needs of the residents of the community, work schedules will be determined by the Superintendent of Public Works **and the Superintendent of Water/Sewer respectively:**

Routine Work Schedule – Monday thru Friday – 7:00 AM to 3:00 PM

Office Work Schedule – Monday thru Friday – 8:30 AM to 3:30 PM

A lunch break of one-half hour will be taken between 12:00 PM and 1:30 PM.

Staggered hours will be scheduled to provide the best possible service to the Township.

- B. All hours in excess of forty (40) hour work week shall be considered overtime and shall be compensated at one and one half (1 ½) times the regular hourly rate except as indicated in Section F.

1. For the purpose of determining the regularly hourly rate, the employee's regular bi-weekly pay will be divided by 75 hours.

- C. Time and one half (1 ½) the employees regular rate of pay shall be paid for work under any of the following conditions:

- a) All work performed in excess of forty (40) hours in a week
b) All work performed on Saturday except prescheduled hours in the Water and Sewer Departments.

- D. Double time the employees regular rate of pay shall be paid for all work performed under any of the following conditions:

OVERTIME (CONTD.)

- a) All work performed on Sunday, except prescheduled hours in the Water and Sewer Departments.
 - b) For holidays, in addition to holiday pay.
- E. All overtime will be paid in accordance with the salary agreed upon for the current year of the contract.
- F. The base rate of time and one-half (1 ½) of the hourly schedule for overtime will not be paid for the first half hour at the end of the work day, if the employee has not been released from work. Such additional first half-hour after quitting time will be paid at straight time.
- G. Time paid for (whether or not worked, but not including overtime) will be considered as time worked for the purpose of computing overtime pay in accordance with this Article.
- H. Overtime shall be distributed in accordance with the following:
- 1. A seniority list by classification shall be developed and updated on a regular basis by the Superintendent.
 - 2. Overtime shall first be offered to the senior qualified employee within the classification involving the work, said offer being on a rotating basis. A refusal of overtime shall be counted as an acceptance for purposes of rotation.

OVERTIME (CONTD.)

3. If the overtime work is not covered by a sufficient number of employees in the classification, such work will be offered to senior qualified employees out of the classification on a rotating basis.
4. If the overtime work remains uncovered, then the least senior qualified employees in the classification may be required to work. If coverage is still insufficient, then the least senior qualified employees in the classification next most related to the work to be performed may be required to work until sufficient coverage is obtained.
5. The Supervisors will establish an Overtime Seniority Log Book showing employees' names, title and date of full time hire. When overtime is offered, the Supervisor will use the log book to offer overtime accordingly.
6. In the case of emergency which endangers the **health, welfare or** safety of the citizens, an employee may be called from any order in the list; however, the employee's name(s) will then be placed at the bottom of the list.
7. **Snowplowing: In the event of a snow emergency, employees will first be taken from the Public Works overtime list, then from the Water/Sewer overtime list, progressing from top to bottom.**

I: Flex work schedule: To meet the needs of individual Departments a Flextime schedule may be established: the schedule must have the agreement of the employer and employee. The individual agreement will include the length of time the project will transpire.

1. 10 hour shift= 40 hours per week, overtime occurs after 40 hour have been completed: employees will receive Monday or Friday as established days off.
2. Flex time project schedule will not be used to avoid overtime for the bargaining unit.

OVERTIME (CONTD.)

- J. Employees who call out sick on Friday or Monday, will not be eligible for overtime pay for the Saturday or Sunday work unless a doctor's note is provided. Time worked will be paid at straight time for failure to produce the proper documentation.

- K. It is agreed and understood that NO employee will be paid overtime without prior authorization and approval from their respective Superintendent.**

ARTICLE XIV – ON CALL COMPENSATION
UTILITY EMERGENCIES

Effective April 1, 1994, a Rotating On-Call List will be established. Those employees with a demonstrated knowledge and expertise to handle utility emergencies will be eligible to participate.

The week a member is “on call”, he will receive a compensation of \$275 per week in 2003, \$290 per week in 2004 and \$300 per week in 2005 and 2006. **Effective with the approval of this contract compensation will be paid \$300 per week for 2007 and 2008, \$350 per week in 2009 and \$400 per week in 2010.**

1. That figure is the same if he receives no calls, or many calls.
2. If a member is not available on a day, or misses a call, he will not be paid for that day. Equal dollar amount will be deducted and given to the person who is called in.
3. The member must be available all day when he is “on call.” For instance, a member responds to a call in the morning, but fails to respond to one in the afternoon, he will not receive that day’s pay. The person called in the afternoon will receive that day’s pay.
4. If a member is off on a sick, personal, or vacation day, that person cannot be “on call” that day. One day’s pay will be deducted. However, if he is on vacation the week he is “on call”, or, if he knows he will not be available during his week “on call”, he may switch weeks with either the person in front of him or behind him on the “on call” list. If he is changing weeks, the Superintendent must be notified at least one week prior to the change.
5. If a member fails to respond to any calls for two consecutive “on call” weeks without good reason, he will be removed from the list.
6. If a member “on call” cannot be reached, the next person **on** the list will be called to respond.
7. If a member is not available on a particular day, he should notify the Superintendent of that.

ARTICLE XV – CALL IN TIME

Any employee having **completed** his or her scheduled work day and is dismissed at the end thereof, who is recalled to work, shall receive a minimum of two (2) hours pay at the overtime rate of time and one half (1 ½), even though he or she may work less than two (2) hours.

If an employee is called in to work on an unscheduled Sunday or Holiday, he or she shall be paid at the rate of double time.

ARTICLE XVI – JURY DUTY

Any full time employee who is required to perform Jury Duty service will be paid their regular salary, providing that said employee turns over to the Township any compensation received from the Courts, travel expenses excluded.

ARTICLE XVII – LICENSING FEES AND COURSE COSTS

1. The Township shall reimburse members for course costs and licensing fees up to \$300.00 to any employee who successfully completes any approved course.
2. The Township shall reimburse employees for Licensing Fees for any employee required to hold a special license or certification to perform their duty.

ARTICLE XVIII – VACATION

The following annual vacation leave with pay shall be granted each calendar year. All employees must work six (6) months before they are eligible for any vacation time.

- Commencing with the seventh month through the first year, Five (5) working days vacation.
- Commencing with the second year through the fifth year, Ten (10) working days vacation.
- Commencing with the sixth year through the tenth year, Fifteen (15) working days vacation.
- Commencing with the eleventh year through the fifteenth, Twenty (20) working days vacation.
- Commencing with the sixteenth year through the twentieth year, Twenty-three (23) working days vacation.
- Commencing with the twenty-first year and every year thereafter, twenty-five (25) working days vacation.

Wherein any calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work, may be carried forward into the next succeeding year only and will be mutually scheduled to be taken in that year.

Vacation time can be used for Sick Time when requested, in writing, and approved by the Department Head, after determination that it will not cause a hardship on the Department or in the event that the employee has exhausted all sick leave accrued.

Vacation scheduling will be the responsibility of the Department Head and will be scheduled giving preference to seniority within classification, and to the best interest of the Township services.

ARTICLE XIX – UNIFORMS

Full time employees who, as a requisite of their employment, are required by the specific nature of their position to wear a uniform , **(with the exception of the Building Service Worker and the Senior Bus Driver)** shall be issued clothing and shoes as follows:

- | | |
|--------------------------------|---------------------------|
| Short-sleeved shirt | Long-sleeved shirt |
| Dungarees | Coveralls |
| Coveralls-insulated | Jacket – fingertip length |
| Vest – quilted | Parka – lined |
| T-shirt – with pocket | Heavy sweat shirt |
| Windbreaker jacket | Hooded sweat shirt |
| One paid heavy-duty work shoes | |

The above will be issued bi-annually during the months of April and September to those employees in full-time service having attained three (3) months of service with the Township. Each shall not exceed a total of (see below schedule) for clothing and shoes.

2003- \$350.00	2004- \$375.00	2005- \$400.00	2006 -\$400.00
2007 - \$425.00	2008 - \$425.00	2009 - \$450.00	2010 - \$475.00

It is understood that the employees shall adhere to the dress code established by the Township, and failure to do so will be cause for disciplinary action.

Employees may elect to have the uniform allowance paid through payroll or reimbursed by voucher. If voucher reimbursement is desired, the employee must submit proper detailed receipts for the six-month period being requested. The employee is responsible for crossing out any items appearing on the receipt that are not eligible for reimbursement.

ARTICLE XX – SAFETY AND HEALTH

The Township shall, at all time, maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools or devices that may be reasonably necessary to ensure their safety and health. Grievances hereunder will be initiated at Step Two the Grievance Procedure.

ARTICLE XXI – LONGEVITY

Longevity pay will be granted annually to all full-time permanent employees with five (5) or more years of full-time continuous service. **Effective January 1, 2007, longevity pay will be included in the employee's bi-weekly pay, as per the following schedule:**

5 to 9 years of service	-	2% of annual salary	- \$1100.00
10 to 14 years of service	-	4% of annual salary	- \$1,300.00
15 to 19 years of service	-	6% of annual salary	- \$1,500.00
20 years of service and thereafter		8% of annual salary	- \$1,700.00

In computing Longevity pay, the effective date shall be January 1st. If an Employee leaves the service of the Township prior to December 1st, longevity will be based on the length of service as of December 1st and pro-rated and paid at the time of separation. Any employee terminated for cause shall not be entitled to Longevity.

The employee must complete the year of service required in each step, in the year Longevity is to be paid.

ARTICLE XXII – HOLIDAYS

The following National Holidays are recognized as paid Holidays:

New Year's Day	Martin Luther King's Birthday
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Day

In addition three (3) floating holidays, to which the date must be mutually agreed upon by the employee and the Department Head, so as not to interfere with the general operation of the Department. **Effective January 1, 2007, the December 26th holiday will be utilized as a floating holiday or "personal day".**

In the event any of these Holidays fall on a Saturday, they will be celebrated on the preceding Friday. If the Holiday falls on a Sunday, it will be celebrated on Monday.

Employees must work the date before and the day after the Holiday, or be approved leave in order to receive payment for the Holiday.

ARTICLE XXIII – SICK LEAVE WITH PAY

Sick leave is hereby defined to mean the absence of an employee from duty because of personal illness that prevents his/her doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his/her immediate family who is critically ill and requires the presence of the employee.

The term “immediate family” is hereby defined to include the following: Mother, Father, Spouse, Children, Foster Children of the Employee, Sister, Brother, Mother-in-law, Father-in-law, Grandmother, Grandfather and Members of Employee’s Household.

- A. Any employee who is absent for reasons that entitled him/her to sick leave shall notify his supervisor promptly, but not later than Fifteen (15) minutes before the employee’s usual starting time, except in cases of extreme emergency, where the employee is unable to do so. Failure to give such notice may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action.
- B. Sick leave shall accrue for regular full time employees at the rate of one (1) day per month during the first year of employment, and one and one-quarter (1¼) days per month in every calendar year thereafter and shall accumulate from year to year. It is understood that each employee, after his/her first calendar year, shall be credited 15 days as of the first of the year and shall be charged at the rate of one and one-quarter (1¼) days, if he/she leaves the service of the Township.
- C. If an employee is absent for three (3) consecutive work days, the Township may require acceptable evidence on the prescribed form. The nature of the illness and length of time the employee was absent shall be stated on a Doctor’s Certificate.
- D. At the discretion of the Department Head, the employee seeking sick leave may be required to submit medical evidence to substantiate his request. Failure to provide adequate medical evidence may result in the denial of sick leave benefits for any unauthorized time period. In the event sick leave is not approved or the employee has exhausted his accumulated sick leave, the absence may be charged to the employee’s vacation, if any, provided the employee agrees.

SICK LEAVE WITH PAY (CONTD.)

- E. Abuse of sick leave will be cause for disciplinary action.
- F. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon certification of the County Department of Health.
- G. Any employee covered by the Public Employees Retirement System, upon retirement, (Service Retirement, Accidental Disability, Ordinary Disability, and Early Retirement, but not Deferred Retirement), shall be entitled to one hundred and fifty (150) maximum unused sick days, severance pay upon retirement. **Employees hired after January 1, 2007 will be entitled to only 50% of the maximum unused sick days, as severance pay upon retirement.**
- H. Where sick days are to be used as severance pay, the employee must give notice of retirement prior to budget preparation and payment will be made by the Township in two equal installments, the first to be made in the final pay immediately subsequent to the date of retirement, and the second to be made on or prior to the anniversary date of retirement in succeeding year. This entitlement shall also apply to employees laid off due to subcontracting, to be paid upon lay-off.
- I. Each employee may sell back sick days to the Township
 - 1) up to five (5) sick days if they have fifteen (15) sick days remaining,
 - 2) sell back ten (10) sick days with at least **thirty (30)** sick days remaining.

ARTICLE XXIV – BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, the employee shall be granted time off without loss of pay, not to exceed five (5) consecutive days, one of which shall be the day of death or the day of the funeral.

The term "immediate family" shall include: Mother, father, sister, brother, spouse, children, foster children, stepchild or parental guardian and members of the employee's household.

1. In the event of the death of an employee's brother-in-law or sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, aunt, uncle, grandchild, niece or nephew, the employee shall be entitled to one day off without loss of pay, that day being the day of the funeral.

In the event the employee is named executor of the estate, two (2) additional days shall be granted, providing the employee submits documentation to support same.

ARTICLE XXV – WORKMEN’S COMPENSATION

If the Employee is injured or becomes ill during the course of his/her employment, the following procedures shall be followed:

1. The Employee shall notify his or her Department Head of the work related injury or illness immediately.
2. If the Township’s Workmen’s Compensation Insurance Carrier does not dispute the casual relationship between the employment and the injury or illness, the Employee shall be paid the Township’s share of his/her full pay for the first ninety (90) calendar days following the date of the injury or illness and no charge shall be made to his/her sick leave accumulation.
3. After the first Ninety (90) calendar days from the date of the injury or illness as defined above, the employee shall have the option to charge his/her sick leave accumulation for the Township’s share of his/her full pay, or to retain his/her Workmen’s Compensation checks and not receive any additional moneys from the Township, in such event there shall be no charge to the employee’s sick leave accumulation.
4. Any employee claiming injuring or illness on the job, who returns to work prior to qualifying for Workmen’s Compensation shall not initially be charged for sick or vacation. If said employee goes out again for the same injury he/she shall have to use sick or vacation time or possibly qualify for Workman’s Compensation.

ARTICLE XXVI – DISCIPLINARY ACTION

It is impossible to outline every aspect of behavior that is or is not appropriate for public employees. All employees are expected to maintain high standards of ethical and other personal conduct and to maintain a respect for the importance of people. The following may be causes for disciplinary action up to removal; all actions shall be just cause.

1. Neglect of Duty
2. Incompetence or inefficiency.
3. Insubordination.
4. Intoxication on duty.
5. Chronic or excessive absenteeism.
6. Disorderly or immoral conduct.
7. The conviction of any criminal act or offense.
8. Negligence of or willful damage to public property or waste of public supplies.
9. Punching another employee's time card or attempting to induce another employee to commit this offense.

Copies of all disciplinary actions shall be forwarded to the union within forty-eight (48) hours of the employee being served.

ARTICLE XXVII – SENIORITY

1. Seniority is defined as an employee's total length of **permanent, full-time** service with the Township in accordance with the following: Seniority of employees who have been rehired after leaving in good standing shall, after no more than a year or call back from a lay off, include credit for the prior period of employment. Otherwise, seniority shall be credited from the date of most recent hire. **Reference Article VIII with regard to a one-year credit for the full-time employment of ordinance employees**
2. In the event that the Township determines that it is necessary to lay off employees, the employee with the greatest amount of seniority shall be given preference, provided he/she has the skill, ability and physical qualifications to perform the work involved.
3. Notification of recall shall be made by the Township sending either a hand-delivered or certified letter to the employee's last known address as set forth on the Township's records. In the event that the employee fails to advise the Township within 72 hours of receiving the notice that he/she intends to return to work, he shall be considered terminated. If the employee has given notice that he/she is returning to work, he/she must be available to report on the job no later than seventeen (17) calendar days following receipt of said recall notification.
4. The Township will notify, in writing, employees who are to be laid off no later than ten (10) working days prior to such action.
5. The Township shall maintain an accurate, up-to-date seniority roster showing date of hire, classification and rate of pay of each employee covered by this Agreement. The Township shall furnish a copy of same to the Union in January of each year as well as notifying the Union of changes as they occur.

SENIORITY (CONTD.)

6. An employee who is laid off may bump into a lateral or lower grade unit position, if it is occupied by a less senior employee, provided he/she has the skill, ability and physical qualifications to perform the work.
7. The employee must give written notice to the Department Head, or their designee, of his/her intent to bump within 48 hours after notice of layoff has been received.

ARTICLE XXVIII – GRIEVANCE PROCEDURE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
2. Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the Department.
3. With regard to employees, 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.
4. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this agreement and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE:

The aggrieved or the Union shall institute action under the provisions hereof within ten (10) working days after the event, giving rise to the grievance, has occurred or knowledge thereof, and an earnest effort shall be made to settle the difference between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally.

STEP TWO:

If no agreement can be reached orally within twenty (20) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance, in writing, within ten (10) working days thereafter to the Department Head or his designated representative. The written grievance at this time shall contain the relevant facts and the remedy requested by the grievant. The Department Head or his designated representative will answer the grievance, in writing, within ten (10) working days of receipt of the written grievance.

STEP THREE:

If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented, in writing, to the Mayor and Commissioners of the Township of Haddon or their designee within ten (10) working days thereafter. The Mayor and Commissioners or their designee shall meet within twenty (20) working days and shall thereafter respond, in writing, within ten (10) working days after such meeting.

STEP FOUR:

If the Union or Management is not satisfied with the disposition of the grievance by the Township Commissioners, the grievance may be submitted to advisory arbitration within thirty (30) days after the expiration of Step 3. A request for a list of arbitrators shall be made to the Public Employees Relations Commission, by the moving party, and both parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.

The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s). The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.

The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be advisory only.

The cost of the arbitrator's fee shall be borne equally by the parties. Any other cost shall be borne by the party incurring it.

The designated Union Representatives shall be permitted, as members of the Grievance Committee, to confer with employees and the Township of specific grievance in accordance with the grievance procedures et forth herein, during the working hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of an off-duty employee. If a decision is not rendered within the time limits prescribed for decisions at any step in the grievance procedure, then the grievance shall be deemed to have been denied.

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

Agents of the Union, who are not employees of the Employer, may be permitted to visit the employees during working hours, at their work stations, for the purpose of discussing Union representation matters, as long as such right is reasonably exercised and providing further that there is not undue interference with the Employer's work by such agents. The Employer and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step.

ARTICLE XXIX – SALARIES

Salary increases shall be effective on the employee's anniversary date and on January 1st of each year, for those employees employed at the signing of this contract (except as noted in #1 below), in accordance with Appendix B, attached.

1. Any employee covered by the Public Employees Retirement System, upon retirement (Service Retirement, Accidental Disability, Ordinary Disability and Early Retirement, but not Deferred Retirement), shall be entitled to retroactive pay should settlement of the employment contract occur after the retirement date.
2. An employee required to work in a higher classification for a period of seven (7) consecutive days shall be paid at the higher rate retroactively to the first day.
3. **For 2007 Appendix B has been restructured to recognize the skills and experience of the personnel on staff and adds the positions of Building Service Worker/Secondary Sr. Bus Driver, Senior Citizen Bus Driver and Utilities Mechanic. A Cost of Living Adjustment of 3.5% will be added to the 2006 base salaries (with the exception of the Building Service Worker and the Senior Citizen Bus Driver, who received a previously negotiated adjustment on January 1, 2007.) In addition the Mechanic's Salary and the Equipment Operator's Salary will be adjusted by \$1,000.00.**

For 2008 Appendix B will be adjusted by a 3.5% increase. In addition, the Mechanic and Equipment Operator's Salary will be adjusted by \$500.00.

For 2009 Appendix B will be adjusted by a 3.5% increase.

For 2010 Appendix B will be adjusted by a 3.5% increase.

3. **Effective January 1, 2007, newly hired permanent full-time employees shall be compensated at 85% of the salary established for the position hired with the following anniversary date increase: Year One – 90%; Year Two – 95% and Year Three – 100%. Employees hired prior to January 1, 2007, receiving compensation less than union scale, will be placed on this scale applicable to their permanent full-time anniversary date of hire.**
4. **If P.L. 2004, c. 74 is amended, revised or modified to increase the total CAP (or cost of living adjustment) permitted from the current 3.5%, the union retains the right to reopen this contract for further salary negotiations.**

ARTICLE XXX – AGENCY SHOP

1. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
2. The deductions shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.
3. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

ARTICLE XXXI – LAYOFF AND DISCHARGE

If the Employee is laid off, or if his/her employment terminates for reasons other than “cause”, he or she will be paid for any earned vacation time accumulated and unused floating holidays.

An employee who is being considered for disciplinary action shall be entitled to union representation at each stage of any disciplinary hearing and during investigation concerning said disciplinary action.

ARTICLE XXXII – FULLY BARGAINED AGREEMENT

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been subject to 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 either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXIII – DURATION

This Agreement shall be in full force and effect as of January 1, 2007 and shall remain in effect to and including December 31, 2010, without any re-opening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days, or no later than ninety (90) days prior to the expiration of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at

Haddon Township, New Jersey on this day of , 2007.

TOWNSHIP OF HADDON

**AMERICAN FEDERATION OF STATE
COUNTY & MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 71, LOCAL 3528**

BY: _____

BY: _____
Council 71 Representative

Local 3528 Representative

Local 3528 Representative

ATTEST: _____

APPENDIX "A"

POSITIONS COVERED BY THIS CONTRACT

Mechanic

Sewer Crew Chief

Articulated/Senior Heavy Equipment Operator

Tree Mechanic/Driver Laborer

Electric Mechanic

Equipment Operator

Jr. Equipment Operator

Senior Water Plant Operator

Collection System Operator – Water Plant Attendant

Utilities Mechanic

Assistant Water Plant Operator

Senior Water Reader

Water Meter Reader

Mechanic Helper

Tree Helper/Driver Laborer

Street Mechanic/Driver Laborer

Sewer Mechanic

Groundskeeper

Senior Citizen Bus Driver

Driver/Laborer

Building Service Worker/Secondary Senior Citizen Bus Driver

Dispatcher/Computer Operator

Laborer