

# **AGREEMENT BETWEEN THE TOWNSHIP OF SCOTCH PLAINS AND THE SCOTCH PLAINS PUBLIC WORKS AND RECREATION ASSOCIATION**

This Agreement made this 12<sup>th</sup> day of November, 2003 between the Township of Scotch Plains (Employer) and the Scotch Plains Public Works and Recreation Association (SPPWRA) is for the purpose of covering wages, hours of work, fringe benefits, and finance procedures.

## **RECOGNITION**

The Township hereby recognizes the SPPWRA as the exclusive majority representative for the members of the Public Property and Recreation maintenance staff of the Township of Scotch Plains, with the exception of the Directors, Supervisors, Assistant Supervisors, Senior Greens Keeper and office personnel. All other employees of the Department of Public Property and the Recreation maintenance staff are deemed to be members of the SPPWRA and, therefore, parties to this agreement. All bargaining unit job titles are listed on Appendix A and Appendix B.

It is agreed between the employer and the SPPWRA that:

1. The five (5) year agreement (January 1, 2003 through December 31, 2007) compensating all full-time employees of the Township represented by the SPPWRA and employed by the Department of Public Property or the Recreation Commission is acceptable to both parties. The wage portion of the contract begins January 1, 2003 and ends December 31, 2007, and represents the complete and final understanding on all bargainable issues between the Township and the SPPWRA as they have been negotiated in this agreement.
2. A 1.75% wage increase will be implemented effective January 1<sup>st</sup> of 2003. This 1.75% increase effective January 1<sup>st</sup> will be implemented as follows: Using 2002 hourly wage rates the 1.75% increase will be added for 2003. An

additional 2% will be implemented for 2004 over the 2003 hourly wage rate effective January 1, 2004. An additional 2% will be implemented for 2005 over the 2004 hourly wage rate effective January 1, 2005. An additional 2% will be implemented effective January 1, 2006 over the 2005 hourly wage rate effective January 1, 2006. An additional 2% will be implemented effective January 1, 2007 over the 2006 hourly wage rates effective January 1, 2007. See Appendix A for wage rates for existing employees for this contract. See Appendix B for wage rates for all employees hired after January 1, 1996. Wage rates are totally restructured for personnel hired after January 1, 1996. Employees hired under Appendix B: wages will remain on the scale for 5 full years and after completion of 5 years, these employees automatically move to Appendix A wage rates depending upon specific 5 year anniversary date.

3. Employees represented by the SPPWRA, in addition, will receive a supplemental uniform allowance of \$275 per annum. The uniform allowance will be \$300 per year in 2006, and \$325 per year in 2007. This allowance will be paid in the first week of December of each year. Payments will be pro-rated based upon the months worked for employees that retire or terminate with the Township during the specific year of separation from service.

#### **4. GRIEVANCE PROCEDURE**

**Section 1.** Any dispute involving the interpretation or application of any of the provisions of this agreement shall be a grievance and shall be settled and determined accordingly to the following procedure which must be followed:

**Step 1.** An employee with a grievance shall first discuss it with his immediate supervisor, either directly or through SPPWRA's designated representative for the purpose of resolving the matter informally. Should the grievance be against the immediate

supervisor, the employee may request a joint meeting with the said supervisor and the next in command present. Any decision reached should be confirmed via written documentation.

**Step 2.** If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a grievance in writing with the Director of Public Property, or in the case of employees of the Recreation Commission, with the Director of Parks and Recreation, or his (her) designated representative. Those parties present at Step 1 may be present at Step 2. The Director of Public Property or the Director of Parks and Recreation will render a decision within ten (10) working days. If the Director of Public Property or Parks and Recreation was involved in the Step 1 grievance, and the aggrieved party wishes to take the grievance further, he shall bypass Step 2 and proceed to Step 3.

**Step 3.** If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, he may submit the matter for review by the Township Manager within five (5) working days after receiving the decision in Step 2. The Township Manager shall render a decision from the record before him in writing within ten (10) working days.

**Section 2.** The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

**Section 3.** Any grievance not presented under the grievance procedures described herein within seven (7) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this agreement unless reasons satisfactory to the Township are given in explanation of failure to present the grievance within such time.

5. The fringe benefits enjoyed in this agreement are the following:

- a. Paid vacation, as defined in the Salary Ordinance.
- b. 15 days sick leave per annum. Unused sick days in any year will be accumulated as per Salary Ordinance.
- c. Longevity allowance, as per the following schedule:
  - Following completion of 5 years of service to completion of 10 years of service, 2%
  - Following completion of 10 years of service to completion of 15 years of service, 4%.
  - Following completion of 15 years of service to completion of 20 years of service, 6%.
  - Following completion of 20 years of service, 8% computed to the first of the month nearest employment anniversary date.
  - Following completion of 25 years of service, 9% computed to the first of the month nearest employment anniversary date.
  - Employees hired after January 1, 1996 will not be eligible for longevity payments described in this section.
- d. Contributory life insurance through State plan.

- e. All employees hired prior to January 1, 1991 will continue to receive health insurance at no cost to the employee, as long as the employee is employed by the Township of Scotch Plains. Effective January 1, 2002, medical coverage, excluding dental, will be through Oxford Health Plans or a health plan carrier selected by the Township with equivalent benefit levels. Any employee hired after January 1, 1991 will reimburse the Township for 25% of health insurance costs annually (hospitalization, medical, prescription). This reimbursement will be made by way of bi-weekly payroll deduction.
- f. Contributory pension through State plan.
- g. Pay for time spent on jury duty.
- h. Pay for time spent on military maneuvers authorized by official orders of Reserve or National Guard unit.
- i. In the event of the death of an employee's spouse, parents, grandparents, children, sister, brother, father-in-law, or mother-in-law, that employee shall be granted up to three (3) days leave of absence with no loss of regular pay between the date of death and the day after the funeral. Employees may be entitled to two (2) days leave with no loss of regular pay if a relative living under the same roof is deceased. Sufficient proof must be submitted to the Director in these cases.
- j. Employees receive 14 paid holidays annually for the recognized days listed below with the dates falling in any specific year based upon the National accepted holiday calendar. The holidays that have been established for the length of the contract period are:

**New Years Day**

**Martin Luther King Day**

**Lincoln's Birthday**

**Washington's Birthday**

**Good Friday**

**Memorial Day**

**Independence Day**

**Labor Day**

**Columbus Day**

**Election Day (November)**

**Veterans' Day**

**Thanksgiving Day**

**½ day (day before Christmas)**

**Christmas Day**

**½ day (day before New Years Day)**

- k.** The work week for SPPWRA employees is defined as 40 hours, Monday through Friday. The work day is defined as from 7:00 a.m. to 3:30 p.m., with ½ hour off for lunch.
- l.** Overtime: Time and a half will be paid for all hours worked over 8 hours in a day and Saturdays. Double time will be paid on Sundays and Holidays. Double time for a Holiday is in addition to the Holiday pay received. Emergency call-out will require a guaranteed minimum of two hours.
- m.** Uniform Allowance: The Township will continue to provide and maintain all year-round uniforms. Employees on the job must be in appropriate uniforms at all times. Employees must be easily identified as a Township employee from exterior clothing.
- n.** At the time of separation from service, an employee who has served a minimum of five consecutive years with the Township of Scotch Plains shall be entitled to partial compensation for unused sick leave accumulated during Township employment in accordance with the following schedule: One-third (1/3) day for each day of sick leave accumulated. No terminal leave payment shall be made to Township employees.

- o.** Employees who are terminating service by reason of having reached retirement age or by resignation, and have had ten years or more of total service with the Township, and who are on the Township's payroll during the month of January of the retirement or resignation year, shall receive at the time of retirement or resignation full annual vacation and sick leave entitlement that remain unused for that calendar year without regard to the actual date of termination.
- p.** A prescription plan will be maintained by the employer. The cost to the employee will be \$10 (\$2 for (generic) for each prescription and/or renewal. All employees hired prior to January 1, 1991 will continue to receive this benefit with \$10/\$2 co-pay. Any employee hired after January 1, 1991 will have a 10% co-pay. Employees are completely authorized to utilize generic drugs when available.
- q.** SPPWRA members are entitled to one (1) personal leave day per year. Approval from the Director of Public Property, or the Director of Parks and Recreation, or their authorized agent is required, and 48 hours notice should be given to the employer prior to the date requested unless emergency circumstances arise. Each employee will receive an additional day off with pay annually for official business purposes with 72 hours notice required to the respective department head.
- r.** Employees of the bargaining unit that incur on-the-job injuries as certified by the Township physician, or other approved physicians, will not be charged any sick time loss for an injury which requires the employee to remain out of work for less than the seven day (5 working + 2 weekend) waiting period necessary to file a worker's compensation claim. A total of twenty-five (25) working days are allocated per employee for the purpose of covering the five (5) day waiting period for job related injuries for each given year beginning January 1<sup>st</sup> through December 31<sup>st</sup>. These days are an aggregate

number of days; maximum number of working days being five (5) per injury.

Any employee who incurs an injury on the job which results in absence from work for more than seven consecutive calendar days must file a worker's compensation claim. The employee must choose to continue on the Township payroll if he is going to be out for longer than seven days, or he must choose to withdraw from the Township payroll. If the employee chooses to remain on the Township payroll, checks will be issued by the Township to the employee using sick days first and then vacation days (5a and 5b in the contract) as the applied credit for receiving regular bi-weekly pay until the employee's allotment of these days expires. Worker's compensation checks will then be reimbursed to the Township, and vacation days will be replenished first followed by sick days to the employee based upon the amount of money that is paid by the insurance company for the job incurred injury. At no time is an employee to receive more than their normal daily pay if out on worker's compensation. Once the employee has used up all of their sick and vacation time, the employee will be removed from the Township payroll. Worker's compensation checks will then be paid directly to the employee. In this situation the Township will continue to pay all of the employee benefits while he is out on worker's compensation leave. If the employee chooses to come off the Township payroll prior to using up all his accrued sick and vacation time, worker's compensation checks will be paid directly to the employee. Effective the first of the month following the employee's voluntary withdrawal from the payroll, the employee will be required to reimburse the Township for the cost of his health and dental benefits for the remainder of his worker's compensation leave. If a doctor's note certifies that the employee will return to work

between 8 to 10 consecutive calendar days following the date of the injury, the Township will extend the injury days allotted for the injury to a maximum of 8 working days.

The Township physician and the Township are the only parties that can make the final determination about the extent of the injuries incurred on the job and any time that might be needed for recovery.

- s. Employees are entitled to a ten (10) minute coffee break in the morning and a ten (10) minute coffee break in the afternoon to be taken at the place of work that day.
- t. Employees are entitled to a fifteen (15) minute wash-up time prior to lunch at noon and at the end of the regular work day.
- u. All employees of the SPPWRA are entitled to a dental plan equivalent to the plan through Horizon Blue Cross that has been in effect since January 1, 2003. There will be no employee contribution, and dependents will be covered. The employer will have the right to continue to choose any carrier that provides such equivalent coverage for any health insurance coverage.
- v. There will be a retiree reimbursement program for health insurance costs for retirees that meet certain eligibility requirements. The program will be for any member retiring after January 1, 2005 and will be effective January 1, 2005. The eligibility requirements follow:
  - 1. If a retiree is covered by any other medical insurance from any source, then the Township shall not have any obligation for any reimbursement during such period of this coverage.

2. Any reimbursement for any eligible retiree does not involve dental insurance, but only the coverages currently available through the Oxford plan.
  3. Any reimbursement eligibility shall be provided for the retiree, spouse, and any dependents eligible under the definition of the health program.
  4. Any reimbursement for eligible retirees will only continue until the death of the retiree and is not intended for widows, widowers, or any dependents of the retiree.
  5. This program is being extended to retirees as long as the Township can obtain such coverage which will be tied into the health insurance for members of the Association, and this coverage shall be secondary to Medicare.
  6. Any reimbursement program for eligible retirees ceases at the age of 65 or when Medicare eligibility applies whichever is sooner, but there is no type of reimbursement after 65 years of age.
  7. The retiree must have worked for the Township of Scotch Plains a minimum of 25 years, and must also be at least 55 years of age in order to be eligible for reimbursement for 75% of annual expenses. Eligible retirees that have worked for the Township a minimum of 20 years and who are also at least 60 years of age will be entitled to 65% reimbursement of the annual costs.
  8. Reimbursements will be made subject to the submission of appropriate documentation on or about April 1 and on or about October 1.
- w. Any items that are not specifically included in this agreement shall be governed by the Personnel Policy of the Township if applicable.

- x. This agreement shall continue in effect after December 31, 2007, upon agreement of both parties.

**SCOTCH PLAINS PUBLIC WORKS  
AND RECREATION ASSOCIATION**

**TOWNSHIP OF SCOTCH PLAINS**

\_\_\_\_\_  
**Robert Krumm**                      **Date**

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**Martin L. Marks, Mayor**

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**John Caffrey**                      **Date**

November 12, 2003  
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**Frank DiNizo**                      **Date**

\_\_\_\_\_  
**Barbara Riepe, Township Clerk**

\_\_\_\_\_  
**Date**

**\*Contract Wage Rates are attached as Appendix A and Appendix B.**