

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 1034
AND
THE TOWNSHIP OF FLORENCE
FOR
CLERICAL WORKERS, BLUE COLLAR WORKERS,
WATER & SEWER WORKERS, COMMUNICATIONS OPERATORS
AND SCHOOL CROSSING GUARDS
1/1/06 – 12/31/11

Bold type – Generally represents changes (whole or in part) to Contract Document

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PREAMBLE

This Agreement entered into by the Township of Florence Council, hereinafter referred to as the “Employer”, and the employees of the Township of Florence and Communications Workers of America, AFL-CIO, Local 1034, hereinafter referred to as the “Representative”, has as its purpose the promotion of harmonious relations between the Employer and the Representative, the establishment of an equitable and peaceful procedures for their solution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I - RECOGNITION

1. UNION

a) The Employer recognizes the Representative as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications and at the salaries listed under Appendix "A".

b) This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under Laws of 1968, Chapter 303.

2. Exclusions - Excluded from this recognition are the below listed employees and non-permanent, temporary employees as well as other appointed officials.

Administrative Secretary
Township Administrator
Confidential Assistant
Chief Financial Officer
Fire Official
Township Clerk
Chief Financial Officer
Deputy Township Clerk
Tax Assessor
Tax Collector
Deputy Tax Collector
Departmental Supervisor
Shift Foreman
Supervisor – Public Works
Supervisor – Water and Sewer
Municipal Court Administrator
Deputy Court Clerk

ARTICLE II -MANAGEMENT RIGHTS AND RESPONSIBILITIES

1. Management Powers and Rights - The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties 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.

a) To the executive management and administrative control of the Florence Township municipal government and its properties and facilities and the activities of its employees.

b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

2. Exercise Of Powers and Rights - The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices and furthermore thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the laws and Constitution of the State of New Jersey and the United States.

3. Other Pertinent Law - Nothing contained herein shall be construed to deny or restrict the Employer or the Representative of its rights, responsibilities and authority under R.S. 11, R.S. 40, and R.S. 40A or any other national, state, county laws or local ordinances.

4. Rule Making Authority - The Employer shall establish reasonable and necessary work rules and conduct for employees. However, no rule or policy shall violate the provision of this Agreement

5. Emergencies Recognition - All employees must recognize that conditions of employment require availability of personnel in case of emergencies such as snow removal, salting streets or other emergencies.

6. Pre-employment Physicals - No individual shall be hired by the Employer on either a temporary or permanent basis until such individual has been certified by a physician and approved by the Employer as fully capable to perform all duties required in the position for which he is hired. In the event work is begun before a physical can be obtained, continued employment is contingent upon the certification as above stated.

7. Part Time Employees - Part time employees may not exceed thirty-two (32) hours work in one pay period.

ARTICLE III - UNION RIGHTS

1. Conferences and Seminars - Upon designation by the Representative, the Employer agrees to allow one (1) employee from the bargaining unit to attend one union conference or seminar for one (1) day in each year of the contract. The one day only will be paid.

2. Meeting Room - Union members may have use of a meeting room in the Employer's buildings when appropriately scheduled through the proper authority. The Representative may be granted permission for business meetings on the above premises prior to the normal close of business. Requests for such meetings must be made in writing to the Township Administrator five (5) work days in advance.

3. Temporary or Provisional Employees - The Employer will notify the Representative of all temporary or provisional employees date of hire.

4. New Employees - New employees shall be considered "probationary" for ninety (90) days. Probationary status does not effect employees entitlement for Holidays and Medical coverage.

5. Union Stewards/Union Representatives: Union Representatives and Union Stewards, who shall be identified to the employer, shall be admitted to the premises for union business which is related to this contract. Advance notice shall be given to the employer. Stewards and Representatives shall have the opportunity to consult with employees for a reasonable amount of time, in the unit for work place issues related to Florence Township and/or grievances. Union Stewards investigating work place complaints must obtain advance approval from the employer for any meetings which occur during work time hours.

ARTICLE IV - UNION DUES/AGENCY FEE

1. **Deduction Procedures** - The employer agrees to deduct from the earnings of each employee member, union dues when said employee has properly authorized such deductions in writing. The Employer will forward all dues deduction monies collected on a monthly basis to the Treasurer of Communications Workers of America, AFL-CIO Local 1034 as listed below:

Communications Workers Of America, AFL-CIO
Local 1034
1 Lower Ferry Road
W. Trenton, New Jersey 08628
Attn: Treasurer

The payroll company's list of names, addresses, social security number, weekly salary and amount of deduction will be included.

The dues amount will be calculated on the basis of 1.154% of the employee's base salary. In no event should dues be deducted from overtime or bonus money. It should, however, be deducted from paid leave time, such as holiday, vacation, sick, etc.

2. **Agency Fee** - The parties agree that for the term of this agreement and in accordance with the New Jersey Statutes, any employee who is in this bargaining unit and who is not a member in the bargaining unit shall pay an agency shop fee equal to eighty-five percent (85%) of the union dues. Such fees shall be deducted from the employees salary and forwarded to the address above along with the union dues deductions of the members of the Representative.

The Agency Fee payers shall be listed as non-members and separate from the members. Union dues deductions and agency fee deductions shall be deducted on a weekly basis and forwarded monthly to the address above along with the name of each fee payer, address, social security number, base salary, and amount of weekly deduction.

3. **Held Harmless Provision** - The Representative hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings brought by an employee in the bargaining unit which arises from deductions made by the Employer in accordance with this provision.

The employer shall not be liable to the Representative for any retroactive or past due representation fee for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

ARTICLE V - EQUAL TREATMENT

1. The Employer agrees that there will be no discrimination, favoritism, practiced upon or shown employees for any reasons, including but not limited to sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, national origin, color, handicap, association membership, association activities, or the exercise of any concerted rights or activities. For the purposes of this agreement, he shall be a generic term referring to any employee regardless of their sex. Whenever the word “he” is used in this contract, it shall be understood to mean either he or she. Said usage is not intended to be discriminatory or sexually based.

ARTICLE VI - SENIORITY

1. Definition - Seniority is defined to mean the accumulated length of continuous service with each department computed from the last date of hire. An employee's length of service shall not be reduced due to absence for a bona fide illness or injury certified by a physician not in excess of one (1) year.

2. Loss Of Seniority - Seniority shall be lost and employment terminated if any of the following occur:

- a) Discharge
- b) Resignation
- c) Failure to return promptly upon expiration of authorized leave
- d) Absence for five (5) consecutive working days without leave or notice
- e) Engaging in any other employment during a period of leave
- f) Layoff for longer than one (1) year

3. Same Date Hires - Seniority preference between or among two (2) or more employees hired on the same date shall be given in alphabetical order of the last name.

4. Seniority Roster - The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of permanent, temporary employment, classification and pay rate and shall furnish copies of the same to the Representative upon request.

5. Seniority Preference - Except where New Jersey Civil Service Statutes require otherwise, in all cases of promotions, demotions, layoff, recall, vacation schedules and other situations where substantial employee advantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he is qualified, willing and able to perform the work involved.

ARTICLE VII - EDUCATION REIMBURSEMENT

1. Florence Township agrees to pay for educational courses and materials that are approved by an employee's Supervisor or the Township Administrator upon proof of passing the course.

If a course is not available during working hours, the employee will be provided transportation or be reimbursed at the IRS rate.

ARTICLE VIII - LABOR/MANAGEMENT COMMITTEE

1. The Township of Florence and the Communications Workers of America, AFL-CIO, Local 1034 agree to establish a Labor Management Committee to regularly discuss issues relating to the employees in the bargaining unit. The frequency of the Labor Management Committee meetings will be twice a year unless the need arises to address employee concerns sooner. The committee shall consist of one (1) representative from the Union from each of the following bargaining units; Crossing Guards Unit, Clerical Unit, Water and Sewer Unit, Public Works Unit and the Dispatcher Unit as well as a union Representative from the CWA Union office. The Employer shall have representatives from the following areas: Administration, Public Works, Communications Operators, Water and Sewer, Crossing Guards.
2. The purpose of the Committee shall be to resolve work place issues which could not be resolved between the employee, union representative and Township, and provide recommendations for resolution. Other work place issues which impact the employee may also be discussed by the Committee. Discussion of a work place issue does not impact the tolling of time related to a grievance, unless there is written concurrence from the Union and Township to waive or modify the grievance time periods. No resolution or recommendations brought forward by this Committee shall be in violation of this Agreement, nor shall the Committee have the right to change any negotiated article as part of the remedy to resolve any issue.

ARTICLE IX - HEALTH AND SAFETY

1. The employer considers safety of vital importance to its employees. No employee shall engage in an unsafe act. The Union shall notify the employer immediately of any unsafe or unhealthful condition that needs to be brought to the Health and Safety Committee.

2. Safety Committee – The representative shall elect a Safety Committee which shall consist of one (1) representative from each of the following bargaining units: Water and Sewer Unit, Public Works Unit, Dispatchers Unit, Clerical Unit, Crossing Guard Unit, and union Representative from the C.W.A. union office. The Employer's representatives shall be the Clerk, Public Works Director and the Water and Sewer Superintendent and shall cover the following departments: Administration, Public Works, Communications Operators, Water and Sewer and Crossing Guards.

3. Responsibility of Committee - It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate, absent any special need to review a condition on an emergent basis, meetings shall be held a minimum of once each quarter during the calendar year. A written request for a meeting from any member of the Safety Committee shall constitute the need for the Administrator to hold meeting within ten (10) working days after receipt of said request, unless it is an emergency situation, which requires the Committee to take immediate action by meeting sooner.

4. Investigations – The Union Safety Committee Members shall be permitted a reasonable opportunity to visit work locations throughout the Employer’s facilities where employees who are covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours with no loss in pay, for periods not to exceed one (1) hour per month, unless additional time is authorized by the Supervisor or Township Administrator.

5. Resolution/Recommendation - No resolution or recommendation shall be in violation of this agreement nor shall any employee lose their right to proceed to the grievance procedure for issues pertaining to the contract. The tolling of time for grievances may not be altered or stayed without written agreement by the Township and Union.

6. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with wearing apparel, tools or devices reasonably necessary in order to insure their safety and health. All safety and health rules must be abided by.

7. In the event of overtime, the Supervisor may assign more than one (1) person if he deems it necessary to the safety of those involved.

8. Education and Training – When requested, the township agrees to provide courses for employees covered by this agreement that pertain to CPR, American Red Cross, and Automated External Defibrillator training.

ARTICLE X - PERSONNEL FILE

1. All employees shall have the right to see all documents in their personnel file. Employees shall make an appointment with the Township Administrator prior to reviewing their personnel file, and the employee accepts full responsibility for the control and disposing of copied material.

2. An employee shall be permitted to have a copy of any documents in his/her file. Employee's will sign an acknowledgment, if necessary, that they received documents from their file. Further, the acknowledgment will state that the employee accepts full responsibility for the control and disposal of copied material.

3. Employees shall be given copies of all disciplinary matters and evaluations. If there are work performance documents directed to the employee or his representative, then these shall be placed in the employees file and the employee is entitled to copy of same. Upon written release from an employee, in a language format acceptable to the Township, a union representative may see and copy documents in an employee's file. Prior to the union representative receiving the personnel file, the employee will sign an acknowledgment that the employee accepts full responsibility for the control and disposal of copied material. Both sides will agree upon waiver form prior to contract execution.

4. Employees shall have the right to respond in writing to anything placed in their file.

ARTICLE XI - LEAVE OF ABSENCE

1. A permanent employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform his duties, or who desires to engage in a course of study which will increase his usefulness on his return to the service, or who for any reason considered good by the Employer desires to secure leave from his regular duties may, with the approval of the Employer, be granted special leave of absence without pay for a period not to exceed six (6) months.

2. Any employee asking for a special leave without pay shall submit his request in writing stating the reasons why, in his opinion, the request should be granted, the date when he desires the leave to begin and the probable date of his return to duty.

3. For each separate case of special leave without pay, other than as herein provided under the statutes, the Employer shall at the time the leave is approved, determine whether the employee granted such leave shall be entitled to his former position on his return from such leave or whether his name shall be placed on the re-employment list for the class. An employee granted a leave of absence by the Employer (not to exceed six (6) months) shall not accumulate seniority while on leave of absence and shall have all fringe benefits discontinued while on leave of absence except in the case of veterans as provided by Federal Law. However, the Township shall not be in violation of any civil service rule or regulation regarding the re-employment of any employee and any seniority rights due said employee. An employee may, however, continue in force such benefits as he desires, such as hospitalization and pension benefits by paying to the Employer's Chief Financial Officer the cost of such benefits.

ARTICLE XII - JURY DUTY

1. All employees shall have time off, on any employee's basic work day within the basic five (5) day work week, or the employee's regular work week, without loss of pay, for the amount of time they have been called for jury duty.

2. All employees who serve more than one-half (1/2) day on jury duty shall not be required to perform their regular work for the remainder of the work day and shall be excused without loss of pay for the remainder of the work day. Documentation confirming that more than a ½ day was served shall be submitted upon request by Township.

3. It will not be necessary for any employee to turn over jury duty pay to the Employer.

4. The employee shall notify his immediate supervisor that he has been contacted for Jury Duty.

5. No employee who was scheduled for vacation or on any paid time off, who has been notified to serve on Jury Duty, shall have the time charged to them for actual time spent on Jury Duty. Their records shall be adjusted accordingly for actual time spent on Jury Duty, and they have the right to reschedule their vacation or paid time off.

ARTICLE XIII - PERSONAL DAYS

1. Entitlement - All permanent full time employees shall receive three (3) personal days each calendar year.

2. Request Procedure - A request for a personal day must be made in writing to the immediate Supervisor within forty-eight (48) hours except in the case of an emergency, where an employee shall then notify the Supervisor or Township Administrator verbally. Any personal day request must be approved by the Supervisor or Township Administrator.

ARTICLE XIV - HOLIDAYS

1. Eligibility – All permanent employees shall receive paid holidays as indicated in this Article provided that he/she has been employed for thirty (30) calendar days and that he/she was on the job and available for work the last full scheduled work day before the holiday and the first (1st) full scheduled work day after the holiday even if in different work weeks, except in the case of proven illness or injury or absence with approval of his/her Supervisor or the Township Administrator. Both parties understand that permanent part time clerical employees receive paid holidays on a prorated basis and that permanent Crossing Guards have unpaid holidays as determined by the school schedule. Permanent part time employees shall receive paid holidays on a prorated basis.

2. Entitlement - The paid Holidays are as follows:

New Year's Day	President's Day	Good Friday
Memorial Day	Fourth of July	Labor Day
Columbus Day	Election Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving	Day Before Christmas
Christmas Day	Employee's Birthday	Employee's Anniversary Day

3. Adjustments - If any of the above Holidays fall on a Sunday, Monday shall be considered as the Holiday and if a Holiday falls on a Saturday, Friday shall be considered as the Holiday.

If Christmas falls on a Monday, thereby making the Day Before Christmas a Sunday, the Day Before Christmas Holiday shall be celebrated on the Tuesday following Christmas.

4. If one of the above Holidays fall within an employee's vacation period, the employee shall receive another day of vacation.

5. If an employee is on sick leave or bereavement leave and a Holiday falls within that period, the employee shall have his sick leave or bereavement leave entitlement adjusted for no loss and he shall receive the Holiday pay.

6. Birthday And Anniversary Date Usage – An employee’s Birthday and Anniversary Day must be taken either two (2) weeks before or after the holiday date unless the employee is on sick leave of five (5) or more days or on a three (3) day bereavement leave. If 5 days sick time or 3 days bereavement occurs, then the time period extends to 3 weeks before or after the holiday date. An exception is in the case where the employee is off with a prolonged documented illness.

ARTICLE XV - BEREAVEMENT LEAVE

1. Three Day Leave - The Township's bereavement policy applies to all employees.

All employees will be granted a maximum of three (3) days time off with pay in case of death of the employee's father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchild, stepchildren, and stepparents (if the stepparent relationship approximates that of a parent). One (1) of the three (3) days must be the day of the funeral.

Bereavement leave will be granted for those employees (female and/or male spouse) who experience a spontaneous miscarriage. Leave will be authorized upon receipt of a medical certificate from the employee's doctor.

2. One Day Leave - An employee will be granted the day of the funeral off with pay in case of death of: nephew, niece, employee's aunt, employee's uncle, **sister-in-law, brother-in-law, foster child living in the employees' household**, and significant other (so long as the significant other lives in the employees household).

3. If requested by the Township Administrator, the employee shall provide proof of family members death (i.e. newspaper clipping), or attorney letter by designated responsible party.

ARTICLE XVI - FAMILY MEDICAL LEAVE

1. All family leave of absence applications shall be administered in a manner which is consistent with the New Jersey Family Medical Leave Act (FMLA). The Township of Florence agrees to comply with all applicable provisions of the Family Medical Leave Act (FMLA).

ARTICLE XVII - WORKER'S COMPENSATION AND DISABILITY

1. Worker's Compensation - When an employee is injured on duty he is to receive Worker's Compensation due him plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only if covered by the Statutes of the State of New Jersey covering Worker's Compensation. The present system of Worker's Compensation payment will continue. The Employer will continue payment of the employee's salary (check) and the employee will sign over the Worker's Compensation check to the employer. The Representative will explain this practice to the membership and assist the Employer in enforcing it.

2. Occupational Injury - Employees who sustain an occupational injury are required to notify their Supervisor immediately. Employees who sustain an occupational injury requiring treatment by a doctor shall suffer no loss in pay for the day the injury occurs. If the doctor requires the employee to return for further treatment during the employee's regular scheduled work hours, the employee shall suffer no loss in pay for such time so spent. The Employer will endeavor to supply emergency transportation to and from the hospital or doctor's office in the event of a work related accident.

ARTICLE XVIII - HEALTH CARE AND INSURANCE BUYBACK

1. Hospital - Medical Plan

The Township of Florence provides health benefit coverage to its employees covered under the contract for medical and prescription services under the State Health Benefits Plan (SHBP). Coverage under this contract also extends to the employees spouse and their children. Employee co-pays shall be set forth by the guidelines stipulated under the State Health Benefits Plan. The co-pay levels are currently set by the State of New Jersey. Both the Township and the CWA agree to be bound by the state's co-pay requirements for the period Florence Township is a member of the State Health Benefits Plan. The Township has the right to change the group hospital/medical plan and to withdraw from the State Health Benefits Plan so long as the benefits are the same or better than that which was in place immediately prior to joining the SHBP. Florence Township can withdraw from the SHBP so long as a minimum of sixty (60) days notice is provided to the employees and the union.

In year five (5) of this agreement (2010) the CWA agrees that the co-pay can be increased up to \$25.00 per unit member. This change in the co-pay also applies if the Township were to withdraw from the SHBP and join another health care provider. The change in the co-pay does not apply to the separate dental plan provided to CWA members

2. All permanent employees hired under the plan noted in Section 1 above will be covered by the Township of Florence.

3. Dental Plan – Each full time employee will be covered under the Employer's dental program. By dental program, the parties mean the plan which is in effect at the time this contract is executed. If an employee is desirous of adding family members to his/her coverage, such additional costs

shall be borne by the employee and paid through payroll deductions. All information relative to the costs and coverage shall be provided to the Representative.

The Township has the right to change the dental plan so long as the new plan is equivalent or better.

4. Prescription Plan – The employer will continue in effect the existing prescription plan for its full time employees, providing that such a plan remains available. If the existing plan is not available, the Employer shall provide a new plan which is equivalent or better, provided that such a plan is available.

The present prescription plan is currently provided under the State Health Benefits Plan as part of the medical coverage plan.

Each full time employee **and their family** will be covered under the Employer’s prescription program.

The Township reserves the right to initiate a self-funded prescription plan. Should the Township need to change from the current prescription plan, the Association shall receive a list of items covered by the current and proposed prescription plan carriers. The list shall show the comparison of cost both to the Township and the Association members, as well as those items covered by both plans. The Township shall give thirty (30) days advanced notice to the Association of the details of the proposed changes. Any changes in the prescription plan shall be equal to or be better than the level of benefits provided by the current prescription plan.

5. New Employee Coverage - A new employee, **his/her spouse, and children** will be covered by the above medical, and prescription plans after sixty (60) calendar days of employment with the costs borne by the Employer as defined in this **Article**. For dental coverage, see #3 above.

6. Insurance Buyback - Permanent employees eligible for Medical Health Insurance coverage in this Article, that elect not to take coverage because the employee is covered under his/her spouse's insurance plan, shall receive, a payment in December of each year in which he/**she has elected not to receive medical, prescription and dental health care benefits.** The employee must be employed no less than six (6) months to be eligible for this benefit. The amount of payment shall be as follows:

2006	\$1,800	2009	\$2,150
2007	\$1,850	2010	\$2,250
2008	\$1,950	2011	\$2,250

**ARTICLE XIX - SICK LEAVE, SICK LEAVE INCENTIVE
FOR UNUSED SICK LEAVE AND SICK LEAVE PAYOUT**

1. Entitlement - Permanent Employees giving service to the Employer shall be entitled to one (1) days sick leave with pay for each month of service from the date of permanent appointment up to and including December 31st. Thereafter, all permanent employees shall receive fifteen (15) sick leave days with pay for each calendar year thereafter. If an employee requires none or a portion only of such allocable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year and he shall be entitled to such accumulated sick leave with pay, if and when needed. Sick leave for the purpose herein is defined to mean absence from duty of an employee to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family seriously ill and requiring the presence of such employee. Permanent employee means full time permanent employee who works in excess of 32 hours per week.

2. Permanent part time employees shall be entitled to sick days on a pro-rated basis. **Crossing Guards with ten (10) years and under service shall be entitled to (3) paid sick days per year. Guards with 11 years and over services shall be entitled to four (4) paid sick days per year.**

3. Provisional Employees - Provisional employees giving service to the Employer shall be entitled to one (1) working day's sick leave with pay for each month served during such provisional, full time employment. Part time provisional employees giving service to the Employer shall be entitled to sick days with pay on a prorated basis.

4. Extended Sick Leave - If an employee, after completing five (5) years of service is off for an extended period of serious illness or injury which is not job related and has exhausted all of his sick leave, he/she will then be eligible to receive one (1) weeks pay for each year of service. Extended sick leave may only be used one (1) time within a 12 month period. Extended sick leave approval is subject to a physical examination at the direction of the Employer, if deemed necessary. Extended sick leave may not be used until all other accumulated leave (vacation, sick, personal) has been exhausted.

5. Medical Notes - All medical notes submitted to Florence Township shall be signed and must state the nature of the employee's illness. Notes which do not comply with this provision will not be accepted by the Township, and the sick time in question shall be deemed invalid.

6. Verification Medical Evidence – Five (5) Consecutive Days – An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

One (1) Day or Less – In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one (1) medical certificate shall be required for every six (6) month period as a sufficient proof of need of leave of absence of the employee; provided however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

7. Examinations – The employer may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Employer. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize his health or the health of other employees.

8. Sick Time Notification - Any employee who does not expect to report to work because of personal illness or for any other reason, shall notify the Communications Operator by telephone or personal message by starting time.

Crossing guards shall notify the Police Dispatcher as soon as possible once they know they will not be reporting to work. Messages left on a recorder will not be an acceptable method of reporting off from work sick.

9. An employee who reports for work and then becomes ill shall notify his/her Supervisor, Acting Supervisor, or Township Administrator before leaving work.

10. In the case of an employees periodic partial absences, the Township may require a medical certificate which specifies the chronic or recurring nature of the illness and that it is likely to cause absences or partial absences from work.

11. Incentive - Unused Sick Time - If an employee does not use any sick time in a 12 month calendar period, Florence Township shall provide the employee with a \$500 U.S. Savings Bond, or \$250 cash. The type of enrollment payment is at the option of the employee.

12. Sick Leave Payout – An employee is entitled to payment under this section if he/she is employed by the township for a minimum of ten (10) years and is vested in the Public Employees’ Retirement (PERS). Further, in order to be eligible for the sick leave payout, the employee who retires must begin drawing a pension from PERS. This payout provision is not applicable if an employee takes a deferred pension payment from PERS. The purpose of the sick leave payout has always been for the employee to receive a payout with the intention that he/she would begin drawing a pension right after they retire, and not to receive a sick leave payout when the employee opts for the deferred pension option.

Upon retirement consistent with this section an employee shall receive a lump sum payment equal to fifty percent (50%) pay on the regular daily or hourly rate of his regular Civil Service classification for all earned and unused sick leave up to the following maximum amounts:

2006	\$15,500	2009	\$16,000
2007	\$15,500	2010	\$16,500
2008	\$15,500	2011	\$16,500

Notice to Employer – An employee shall notify the Employer in writing of his intention to retire.

**ARTICLE XX - VACATION LEAVE, VACATION CALL IN
AND VACATION PAYOUT**

1. Entitlement - Permanent Employees - Permanent employees giving service to the Employer shall be entitled to one (1) working day's vacation for each month of service up to the end of the calendar year, thereafter the vacation allocation shall be as follows:

From the end of the Calendar year to 7 years	12 paid days
From 8 years through 14 years	15 paid days
From 15 years through 20 years	20 paid days
20 Years and over	25 paid days

Permanent employee means full time permanent employee who regularly works a minimum of 32 hours per week. This section does not apply to Crossing Guards.

2. Permanent Part Time and Provisional Employees - Permanent part-time employees shall be entitled to prorated paid vacation days. Provisional employees that are giving service to the Employer shall be entitled to one (1) paid working days vacation for each month of service during such provisional, full time employment. Permanent part time employees refers to employees on a normally set schedule who work over sixteen (16) hours per week. This covers all departments but Crossing Guards.

3. Scheduling - All vacations must be scheduled with the approval of the Supervisor. Vacations should be scheduled by the end of February. Vacation may be scheduled at other times only with the approval of the Supervisor and Township Administrator.

4. Carry over - Employees shall be permitted to carryover unused vacation time into the following year subject to the following provisions:

a) Requests to carryover unused vacation time must be made in writing to the Administrator no later than November 1 of each year.

b) The Administrator shall approve or deny the vacation carryover request, in whole or in part, in writing, no later than November 15th of each year and so advise the requesting employee.

c) A written request to carryover unused vacation time shall include a written justification from the employee regarding the circumstances in the department which prevented use of the vacation days.

d) Where job related circumstances justify unused vacation carryover, the Administrator shall approve the request.

e) Approved carryover of unused vacation time will normally be limited to a maximum of five (5) working days. However, in unusual circumstances, as justified by the employee, the Township may approve up to ten (10) working days may for carryover.

f) All vacation days approved for carryover must be used by May 1st of the following year.

g) The provisions concerning carryover of vacation time shall be equally applied to all employees.

5. Notice of Entitlement - Each employee shall be able to obtain from the Employer the amount of such leave and vacation entitled. All requests should be made to the immediate Supervisor and a response will be provided within forty-eight (48) hours.

6. Vacation – Separation or Death – Any employee who is laid off, retired or voluntarily separated from the service of the employer, prior to taking his vacation, shall be compensated in cash for his/her vacation time on a pro-rated basis. All vacation payments shall be at the full daily rate that the employee is currently earning with no maximum payout. Any employee who dies while employed shall have said vacation paid to his/her estate as hereinbefore described. When an employee is discharged for just cause involving theft or other reasons to withhold vacation payment, the union representative and the employee will be notified pending a hearing.

7. Special Vacation Payment For Call In - See Individual Bargaining Unit Sections
8. Special Vacation Payment During a Holiday - See Individual Bargaining Unit

ARTICLE XXI - SALARIES AND WAGES

1. Salaries and Wages - All employees in classifications listed in Attachments at the end of this contract will receive **an increase** in salaries and wages as set forth below:

Effective 1/1/2006	3.25 %
Effective 1/1/2007	3.50 %
Effective 1/1/2008	3.75 %
Effective 1/1/2009	4.0 %
Effective 1/1/2010	4.0 %
Effective 1/1/2011	4.0 %

Said wages will be paid retroactive to January 1st of the appropriate year and shall include overtime.

2. Special Rates, Shift Differential, License Rates CDL Rates etc., have been addressed in separate “Articles” for each individual bargaining unit (Water and Sewer, Clerical, Public Works, Dispatchers and Crossing Guards) as part of this agreement.

3. Salary Ranges - The proposed salary ranges shall be established and applied to all authorized classified positions, except where positions and salary are set by Statute, Part-time employment or professional services on specialized basis.

4. Minimum Rates - The minimum rate shall be the hiring rate for each title.

5. Rates of Compensation - Rates of compensation provided for in these regulations are fixed on the basis of full time service in full time positions or prorated for permanent, part time positions.

6. Pay Scales - During the term of this Agreement, the pay scales will not be reduced unless by mutual agreement of both parties.

ARTICLE XXII - OUT OF TITLE PAY, VACANCY NOTICE PROVISIONS

1. Classification Adjustments - Any employee who performs work in a higher paid classification than his own for one (1) hour or more per day shall be paid the rate of classification to which he has been temporarily assigned for each hour worked. Assignment to a lower paid classification will not result in any loss of pay.

2. Vacancy Notice Provisions - The employer encourages its employees to actively take steps toward advancement. Training programs, continuous education as well as specific advancement through employee initiative and job performance is expected. When a new job classification or vacancy occurs, germane to this Agreement, the Employer shall post notice of such opening making available job descriptions and qualifications upon request, including abiding by any Department of Personnel Rules and Regulations for the applicable position. The notice shall appear for five (5) (working) days being posted on the main bulletin boards: the municipal administration building, the water and sewer facility on the bulletin board beside the time clock at the sewer plant and the public works building.

Within this time frame, interested employees must submit in writing to the Township Administrator their request to be considered for the vacancy. Employees will be judged and selection made on the basis of seniority, ability, physical fitness and past performance. The Township will abide by NJDOP regulations and requirements, when applicable. The Supervisor will evaluate the candidates and make his recommendation to the Township Administrator. When all else is equal, seniority shall be considered as the determining factor as long as it is not in violation of the rules and regulations of the Department of Personnel.

This article does not apply to positions outside of the bargaining unit.

ARTICLE XXIII - LONGEVITY

1. Entitlement - Longevity pay will be paid to all employees in the bargaining units of this agreement in accordance with the following schedule and shall be per annum:

The longevity payment for the years 2006, 2007, 2008, 2009, 2010 and 2011 is as follows:

Beginning of 5th Year - 10th Year **\$225.00**

Beginning of 11th Year - 15th Year **\$440.00**

Beginning of 16th Year & Thereafter **\$665.00**

2. Payment Procedure - Longevity shall be paid during the first (1st) pay period in December of each year of the agreement in one (1) installment. Any employee who reaches 5 (five) years in the month of December whose date comes after the first (1st) pay period in December shall receive the Longevity payment during the first (1st) pay period in December of that year.

3. Longevity shall be pro-rated and paid to all employees upon any separation from the Township, and shall also be pro-rated and paid upon retirement.

4. Longevity shall not be paid when employee is discharged by the Township. When an employee is discharged for just cause and the longevity payment is withheld, the union representative and the employee will be notified pending a hearing.

ARTICLE XXIV - RETIREMENT

1. **Compensation At Retirement – Except for certain provisions under the PERS laws that superseded this contract agreement, the language regarding compensation at retirement shall be stated herein.**

Upon retirement an employee shall receive a lump sum payment equal to fifty (50%) percent pay on his/her current hourly rate of pay for all earned and unused sick leave up to the maximum amount stipulated in the contract.

Upon retirement an employee shall receive 100% (one hundred) percent pay for all earned and unused pro-rated vacation leave, pro-rated longevity pay, and pro-rated personal days pay, with no maximum amount. The above pro-rated vacation pay, pro-rated longevity pay, pro-rated personal days pay shall not be included as part of the maximum amount of the **sick leave payout stipulated in the contract**. Payments for sick or other pays listed above shall be made within thirty (30) days after the date of retirement, unless the employee and the Employer agree on a longer period of time that will help the employee for tax purposes.

2. Notice to the Employer - An employee shall notify the Employer in writing of his intention to retire.

**ARTICLE XXV - PUBLIC EMPLOYEE'S RETIREMENT
SYSTEM (P.E.R.S.) AND GROUP LIFE INSURANCE**

1. The Employer is a participant in the Public Employees' Retirement System and retirement benefits are governed by Statute and rules and regulations promulgated there under and administered exclusively by the New Jersey Division of Pensions.

2. Upon request to the Employer, the Representative and any employee in the bargaining units under this agreement shall be provided with a written description of the PERS Program as outlined by the Division of Pensions.

3. All employees of this bargaining unit shall be a participant in PERS, when their participation is required under PERS regulations and requirements.

4. All employees of this bargaining unit that are a participant in PERS shall also be covered by the PERS Group Life Insurance Plan. Jurisdiction for participation in life insurance plan is overseen by PERS. Township has no authority over employee's decision regarding life insurance participation. Township will follow PERS regulations and requirements.

ARTICLE XXVI - GRIEVANCE PROCEDURE

1. Definition - A grievance is a complaint that there has been an improper application, interpretation or violation of the specific terms and conditions of this Agreement.

2. Procedures - Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement shall be settled in the below outlined steps.

No employee shall be allowed to be called in and have charges brought against him by the Employer without being represented by a Shop Steward or CWA Representative.

STEP ONE - Within ten (10) working days after the occurrence of the event the employee and/or the Representative or Shop Steward will meet with the immediate Supervisor to verbally discuss the grievance. If the grievance issue is not resolved to the satisfaction of the grievant, then the employee shall submit the grievance in writing to their immediate supervisor within five (5) working days of their meeting. The Supervisor will have five (5) working days to respond in writing.

STEP TWO - If the grievance is not settled in Step I, the grievant's complaint shall be reduced to writing by the Union Steward, Employee or Representative and filed, along with the written findings of the immediate Supervisor, with the Township Administrator within five (5) working days after the receipt of the decision from the immediate Supervisor. The Township Administrator will set up a meeting between himself, the grievant, Shop Steward and/or Representative within five (5) working days.

The Township Administrator will render a written decision within five (5) working days of the meeting.

STEP THREE - If the grievance is not settled in Step II, the Representative, grievant and/or Union Shop Steward may appeal within five (5) working days after receipt of the written decision by the Township Administrator. The Township Council will endeavor to hear the grievance at its next scheduled meeting. If this is not possible, the grievance will be heard no later than the second (2nd) scheduled Township Council meeting after the appeal has been filed.

The Township Council shall respond in writing within thirty (30) working days after Council hears the grievance.

STEP FOUR - If the grievance is not settled in Step III, the Representative or Employer may file for arbitration within thirty (30) days of the rendering of the decision in Step III. The cost of the arbitrator will be borne equally by both parties. The decision of the arbitrator will be final and binding on both parties.

3. Extensions – Either party may ask verbally or in writing for an extension of the above time frames. If the request is done verbally and agreed to by both parties, then a written confirmation regarding the extension and amended time period shall follow within five (5) working days. The party requesting the extension is responsible for providing written confirmation.

4. Withdrawal and Remedy Award Provision - Failure of the grievant to meet any of the time stipulations of the grievance procedure, unless the parties have agreed to extend the time frames, shall result in the grievance being withdrawn, while failure of the Employer's representatives to meet any of the time stipulations of the grievance procedure shall result in the grievant's remedy being awarded.

5. At all steps in the grievance procedure, the grievant shall have the right to be represented by the Union and only the Union.

6. A “Working Day” is defined as: Monday through Friday for those regularly scheduled, excluding holidays, Saturdays and Sunday. If an employee works a regular schedule which includes Saturday and Sunday, those days are considered as a working day.

7. If a grievant alleges acts by or against the person designated to schedule, hear and decide grievances, the grievance shall be filed with, heard by and determined at the next highest step in the grievance procedure.

ARTICLE XXVII - DISCIPLINE - IN HOUSE VIOLATIONS

1. In the event any disciplinary action is taken against an employee, that employee and the Representative shall be notified within fifteen (15) working days of the infraction.

Notification shall be in writing from the Township Administrator or his designee and state in full the allegation and proposed method of adjudication or penalty.

2. Discipline and discharge shall only be for just cause.

3. Disciplinary actions of six (6) days suspension or more, termination or other major discipline shall be filed with the office of Administrative Law (OAL), when applicable, the Merit System Board, when applicable, and the New Jersey Department of Personnel. Proper forms "Preliminary Notice of Disciplinary Action" and "Final Notice of Disciplinary Action" shall be used for all suspensions that are employee receives from the Employer.

ARTICLE XXIX - LATENESS

1. Lateness Memoranda - Employees are required to be prompt for work. Employees who exhibit a pattern of being late for work shall be subject to progressive disciplinary action.

2. An employee who is late three (3) instances or more in a calendar year by a time which is five (5) minutes or less in duration after the starting time may be advised that they must begin reporting to work on time. This provision does not apply to those instances when an employee is more than five (5) minutes late for the start of work.

3. If a pattern of lateness develops with the employee, then the Township shall issue an appropriate warning and then proceed with disciplinary action if the pattern continues without due reason.

4. Lateness Memorandum - Placement of a Lateness Memorandum” in the employees personnel file shall be administered after an employee has been given the appropriate warning. If an employee continues to develop a pattern of lateness, then discipline shall be an option for the employer.

5. In the event an employee has a perfect record for six (6) months the last notice he received will be eliminated from his personnel file.

ARTICLE XXX – COMPENSATION TIME

If an employee is offered and accepts compensation time, it shall be awarded as follows:

- For employees working less than a forty (40) hour week, compensation time shall be awarded on an hour per hour basis.
- For all employees working more than forty (40) hours, compensation time shall be awarded at one and one-half (1 ½) the regular hourly rate.
- Clerical employees who work a night meeting and are offered and accept compensation time, shall be awarded a minimum of three and one-quarter (3 ¼) hours of compensation time. Clerical employees electing not to accept compensation time shall be paid a minimum of (3 ¼) hours at their present salary.
- **Comp time must be used in increments of not less than 1 hour.**
- **There shall be a cap on the carrying of comp time that is limited to a total of 24 hours at any time, unless emergent circumstances approved by the township warrant exceeding the cap.**
- **All requests for comp time shall be handled like the written requests for vacation and personal time.**
- **Comp time must be used prior to December 31st of each year.**

ARTICLE XXXI - WATER AND SEWER DEPARTMENT

1. Work Hours - The standard work week day for the Water and Sewer Department employees shall be 7:00 A.M. to 3:30 P.M.

2. Lunch – All employees shall receive a one (1) hour lunch break, one half of which shall be paid and one half unpaid, between the hours of 11:30 to 12:30. If due to work assignment or other conditions, an employee requests to change their lunch break, then the employee shall notify the Director and both mutually agree to the change. The actual decision to change lunch time ultimately rests with the Supervisor.

3. Breaks - The break period for the 7:00 A.M. to 3:30 P.M. work shift will be from 9:00 A.M. to 9:15 A.M.

4. Overtime Call-in Procedures and Work Rules (W&S) – Authorized overtime shall be approved by the Water and Sewer Director. All work performed in excess of the employees normal work day or work week shall be paid at the rate of one and one-half (1 ½) the employees regular hourly rate. Employees who are not regularly scheduled for a Saturday or Sunday shift, and are requested to work overtime on a sixth day shall receive time and one-half for the sixth day and double time for the seventh day. Overtime involving vacation or holiday shall be paid at the rates noted below.

If an employee regularly works Saturday and Sunday as part of their weekly schedule, and is called in to work overtime on a sixth day, then they shall be paid at the rate of time and one-half. Overtime worked on the seventh day shall be double time. Overtime pay for vacation or holiday shall be paid at the rates specified below.

All work performed, in excess of the normal work week shall commence at 12:01 A.M. Thursday and end at 12:00 A.M. Wednesday. If the situation arises whereby the Supervisor or the Township Administrator cannot fill its active requirement after exhausting all the procedures as herein agreed and set forth, then the employees who are qualified to do the job with the least amount of logged overtime will be assigned to do the work. The Employer will determine if an employee is qualified. The Supervisor or the Township Administrator will diligently attempt to give employees advance notice of all overtime work.

The Employer shall maintain and post, on a daily basis, a current list of employees and the amount of overtime they have worked and refused by classification. Employees who are in the said classification and have logged the lowest amount of overtime will be given preference for the overtime work.

Employees called to work before beginning or after completing their regular shift within any twenty-four hour period, shall be guaranteed four (4) hours pay at the overtime rate. If, however, by mutual agreement between the Employer and employees, the regular starting time of shift is changed to cause an employee to begin a regular eight (8) hour shift in less than twenty-four (24) hours from the previous days starting time, overtime will not be paid for that portion of the new shift which falls within a twenty-four (24) hour period.

The employee who has been called to work and when the Employer is unable to provide four (4) hours of overtime work on his regular job, will be provided other work during the four hour period. If the employees' work is completed and he is authorized to leave by the Water and Sewer Director before the 4 hours is complete, then the employee shall remain on call and must remain available and accessible for the balance of the 4 hour overtime shift.

If the employee is required to be called in to work during the 4 hour time period (the 4 hour time period begins at the time the employee first reports to work), then he shall not receive an additional overtime pay unless he works beyond the 4 hour time period.

Whenever a Water and Sewer Department employee refuses an overtime assignment, they will be charged a minimum of six (6) hours. If the person(s) who actually accepted the overtime assignment worked more than four (4) hours, then the employee(s) who refused the assignment shall be charged an hour and one-half for hours actually worked by the substitute. If the overtime refused occurs on a holiday or seventh day, then the employee who refused the assignment will be charged a rate of two (2) hours for every hour worked by the substitute, with the minimum charge being eight (8) hours.

If a member of the Water and Sewer Department is on vacation, then he shall be called and offered the overtime assignment as part of the standard log maintained by the department. If the employee refuses the overtime, then he will not be charged any hours for refusing the overtime assignment.

If a Water and Sewer Department employee is off sick, then he will be bypassed on the overtime call-in list if an overtime assignment arises on the same day. The employee who is off sick will not be called to work the overtime assignment, and he shall not be charged any time relating to the overtime assignment. Should the sick or ill employee be called by accident for the overtime assignment, then it is the sick employee's responsibility to notify the caller that he should be bypassed for the overtime assignment because of illness.

Should the Township determine that an emergency exists, then all employees could be required or mandated to work. If this occurs, then only actual overtime hours will be used for purposes of the overtime list.

5. Sixth or Seventh Day Overtime Rates – Employees working on the sixth day of their schedule shall be compensated at the rate of one and one-half the employees regular rate. Employees called into work on the seventh day shall be paid double time. For further clarification, refer to Section entitled Overtime Call-in Procedures and Work Rules (W&S).

6. Meal Overtime Allowance – Employees working four (4) straight hours of overtime after having completed a normal work day, or prior to a normal work day, shall be reimbursed up to the amount of **\$10.00** for meals. The four straight hours of overtime must immediately follow or precede the regular work day to be eligible. A voucher must be submitted with receipt of said meal within forty-eight (48) hours of the time worked. The Township shall make every effort to issue payment for the meal allowance within fifteen (15) working days after submission of the voucher and receipt.

7. Vacation Overtime Rates – Any Water & Sewer employee called in to work while on a scheduled vacation day shall be paid the rate of time and one-half in addition to their vacation pay. The employee shall be guaranteed a minimum of four (4) hours at the vacation overtime rate in addition to their vacation pay.

8. Holiday Overtime Rates - Double time and one-half (20 hours) shall be paid for holidays worked. Work on a holiday will receive one and one-half straight time plus holiday pay. Overtime on a holiday will be paid at a rate of double time. This includes all work above and beyond the scheduled workday.

9. Water and Sewer Clothing Allowance and Professional Dress Code – Water and Sewer Department employees shall receive a yearly clothing allowance in the amount of **\$425 for the year 2006. The clothing allowance for 2007, 2008, and 2009 shall be \$450 each year.**

The clothing allowance for 2010 and 2011 shall be \$500 per year. The clothing allowance shall be payable on June 1st of each year of the Agreement.

It is the responsibility of all employees to dress in a professional manner. Employees should always be well groomed, and dressed so that they are a positive reflection upon the Water and Sewer Department, and Florence Township.

The following clothing parameters reflect Florence Township and the Union's desire to make sure that employees present themselves with professionalism and courtesy.

Pants

- Dockers, khakis, jeans, and work type pants are acceptable dress wear. Long pants are preferred not only to present a professional appearance, but also to protect the employees from potential safety and health hazards.
- Shorts are not permitted at any time during the year, except for the period of May 15th to September 15th of each year. If the departmental supervisor believes safety or health related concerns pertaining to a task(s) or job(s) warrants the wearing of pants during any time of the year, then long pants shall be the required article of clothing. If the employees desire to wear shorts at any other time of the year, then they may only do so with the approval of the Township Administrator.
- Cut off shorts, sweats of any kind, ripped or unhemmed clothing are not permitted in the work place. Clothing with holes is also deemed unprofessional.

Shirts

- Shirts must be worn at all times. Shirts must be full length and without offensive writing or art, which professionally represents the Township of Florence and/or the department.
- Plain shirts, shirts with collars, and other unaltered shirts are acceptable.
- Ripped shirts or shirts with holes are unprofessional and not acceptable.

- Tank tops, muscle shirts, and undershirts are not to be worn on duty.
- Sleeveless hemmed shirts are only acceptable when a job does not require meeting or interacting with the public. Unhemmed sleeveless shirts are unacceptable at all times. In cases where an employee has to meet or interact with the public, then a shirt with sleeves must be worn. Sleeveless shirts are inappropriate when professionals have to meet and interact with the public.

Headwear

- The only type of headwear permitted is baseball caps and caps of a similar nature. Baseball caps and caps of a similar nature are acceptable all through the year. Knit caps for winter months are acceptable.
- Headwear shall not contain any language or art which is offensive, or a poor reflection on the Township of Florence.

Footwear

- Employees must wear proper work shoes or work boots at all times.
- Sneakers are not acceptable footwear while on duty
- Work shoes must be kept in a professional and safe condition.

General Provisions of Dress Code

Protective equipment issued by Florence Township must be worn to safeguard each employee's safety. Camouflage type clothing is unacceptable and is inappropriate for public service employees in the above referenced departments. All articles of clothing shall be clean at the start of the workday, present a professional image, and be unoffensive in nature.

If an employee does not adhere to the professional dress code outlined in this section of the contract, then the Supervisor or his designee shall properly advise the employee of his/her infraction.

The employee shall return to his/her place of residence and change into clothing regarded as

acceptable under this policy. Any employee who has to leave work in order to comply with this section shall not be paid for the time it takes to dress properly and return to work. In no circumstance, shall it take longer than 30 minutes for the employee to return to work.

The aforementioned procedure is put in place to protect the integrity and professionalism of each municipal department. Repeated or frequent violations of the dress code leaves the employer no other option but to use disciplinary procedures. The goal of the dress code is to present a work force that represents the public in a proud and professional manner.

10. Pager Program

1. The Township will, on a rotating basis, offer water and sewer employees the opportunity to be on-call, with compensation, after hours during their regularly scheduled work week. The after hours offering will be made on a weekly rotating basis in accordance with the standard seniority listing followed in the CWA Contract. Employees who do not have a valid New Jersey driver's license may not participate in the on-call offering. If an employee agrees to carry a pager and be on-call after normal working hours during his/her **scheduled work week, they will be compensated at a flat amount of \$17.50 on a daily basis for the years 2006 and 2007. The flat daily amount for the year 2008 shall be \$18.00 per day. The 2009 daily amount will be \$18.50. The 2010 daily amount shall be \$18.75, and the daily amount for 2011 will be \$19.00.** The employee will be required to stay within a one-half (1/2) hour response time of the municipality during the time he/she is on-call.

The only exception is in the case of a verified emergency or approval of the Supervisor. Further, it is understood and agreed that should an employee who is on-call and has to be called in to work, they will be compensated overtime in accordance with the current CWA Contract.

2. If an employee is on-call and does not respond to an emergency call from the Township, the Township will attempt to call in the next employee on the seniority list with the exception of

employees without a driver's license. The Township will call in a replacement in accordance with Article V (2) of the CWA Contract.

3. Should the Township exhaust all procedures as herein agreed offering after hours on-call work and no one accepts the assignment, then employees who are qualified, and possessing the least amount of logged overtime will be assigned to do the work. The employer will determine if an employee is qualified. The Supervisor or Township Administrator will diligently attempt to give employees advance notice of all overtime work.

4. If a special unforeseen circumstance arises while an employee is on on-call status, he/she may arrange for coverage by a fellow worker with the conditional approval of the Supervisor. The replacement or backup worker must be qualified in accordance with the language noted herein. Should the replacement worker be called in during the period of his coverage, the Township is only responsible for paying the replacement worker overtime in accordance with the CWA Contract. The replacement worker is not entitled to reimbursement for being on-call under any circumstances unless authorized by the Township.

5. The on-call employee or replacement worker shall respond to an emergency call or report within the one-half (1/2) hour time period stipulated in the CWA contract. Failure to respond as noted above and provide acceptable written justification to the Township will result in the withholding of the flat payment for the employee's scheduled workweek.

6. If an employee is on pager duty and calls off sick, then the employee must call off to the Communications Operator per the contract, and the Water and Sewer Director by 7:00 A.M. The pager duty person will be bypassed for overtime on days he calls off sick.

11. Licenses and Compensation - The Employees of the Water and Sewer Department who qualify for and obtain operators licenses from the New Jersey Department of Environmental Protection (NJDEP), shall be entitled to a salary increase upon the presentation of all appropriate

documentation to the Township. An employee's hourly rate shall be increased in accordance with the following schedule. The hourly rate(s) will be adjusted accordingly whenever an employee works overtime.

2006 and 2007

Wastewater Treatment

S-1 \$.37 per hour

S-2 \$.57 per hour

S-3 \$.67 per hour

Collection System

C-1 \$.37 per hour

C-2 \$.57 per hour

C-3 \$.67 per hour

Water Treatment

T-1 \$.37 per hour

T-2 \$.57 per hour

T-3 \$.67 per hour

Water Distribution

W-1 \$.37 per hour

W-2 \$.57 per hour

W-3 \$.67 per hour

2008 and 2009

Wastewater Treatment

S-1 \$.42per hour

S-2 \$.62 per hour

S-3 \$.72 per hour

Collection System

C-1 \$.42 per hour

C-2 \$.62 per hour

C-3 \$.72 per hour

Water Treatment

T-1 \$.42 per hour

T-2 \$.62 per hour

T-3 \$.72 per hour

Water Distribution

W-1 \$.42 per hour

W-2 \$.62 per hour

W-3 \$.72 per hour

2010 and 2011

Wastewater Treatment

S-1 \$.47 per hour

S-2 \$.67 per hour

S-3 \$.77 per hour

Collection System

C-1 \$.47 per hour

C-2 \$.67 per hour

C-3 \$.77 per hour

Water Treatment

T-1 \$.47 per hour

T-2 \$.67 per hour

T-3 \$.77 per hour

Water Distribution

W-1 \$.47 per hour

W-2 \$.67 per hour

W-3 \$.77 per hour

12. CDL - Commercial Drivers License – Florence Township will pay for CDL license and its renewal. Township will also pay for articulated CDL license.

13. Education - The New Jersey Department of Environmental Protection sanctions certain courses that are required in order for any individual to sit for their prospective NJDEP license. The Township agrees to pay for those courses and to reimburse the employee for mileage to and from the required class at the IRS rate.

14. Continuing Education – If a voluntary program or course is offered during the day, and no available off hours substitute or class is available, and the class is deemed necessary and appropriate by the Township, then Township may allow an employee to attend class during their regular work hours. If class runs over the normal work day or is held during hours other than the normal work day, then attendance shall be on an unpaid basis. It is possible that organizations such as the NJDEP and New Jersey Water Association may provide the program at no cost to the Township or employee. If the NJDEP places mandatory continuing education requirements on an employee, then the Township will permit the employee to attend class during regular work hours. The Township’s approval must be obtained in advance of registering for the course, and the Township’s approval is contingent upon there being satisfactory staffing levels for the class days in question.

The Township will pay the costs of all continuing education courses which are approved by the Township. If an employee fails to pass a course the first time, then the Township will only pay for the course a second time if the employee secures a “pass” grade or a grade of “C” or better.

15. License, Renewal, Application Fees and Provisions - The Township agrees to pay for the following NJDEP fees for any licensed operator; a) Application fee (one time, based on successful completion), b) Initial license fee (one time per each level of each classification license) and c) Renewal (as required, currently yearly)

The Township also agrees to provide the following to any NJDMV CDL Applicant:

- a) Time during the regular workday to take the NJDMV CDL Exam
- b) Time during the regular workday to take the NJDMV, CDL road test
- c) A safe and qualified vehicle for the NJDMV road test
- d) A qualified licensed driver to accompany the permitted CDL applicant

ARTICLE XXXII - PUBLIC WORKS DEPARTMENT

1. Work Hours - The standard work hours for the Public Works Department employees shall be 7:00 a.m. to 3:30 p.m.

2. Work Week - The standard work week shall be from Monday to Friday.

2a. Special Note – The Township reserves the right to use either a 7:00 A.M. to 3:30 P.M. shift or a 6:00 A.M. to 2:30 P.M. shift when a member of the Public Works Department works at the Municipal Building. The standard break time shall remain for 9:00 A.M. to 9:15 A.M., and the one (1) hour lunch will be from 11:30 A.M. to 12:30 P.M.

3. Shift Differential Pay: 2nd & 3rd Shifts

2006 – 2011: Twenty-five cents (\$.25) per hour

Said shift differential payments shall commence at such time as this Agreement is properly executed by the parties.

4. Lunch - The lunch period for the 7:00 A.M. to 3:30 P.M. work shift will be from 11:30 A.M. until 12:30 P.M.

5. Breaks – The break period for the 7:00 A.M. to 3:30 P.M. shift will be from 9:00 A.M. to 9:15 A.M. Break periods will be taken at the work area, not in the public works garage, unless the daily work assignment is the public works garage.

Lunch breaks will begin exactly at the established time of each shift. Personal cleanup for employees will fall within the lunch break. Public works vehicles shall not return to the lunch area more than five (5) minutes prior to the lunch break.

Any time card which does not reflect the established lunch period must be initialed by the Superintendent or Acting Superintendent of Public Works. Failure to submit time cards in this manner may result in a salary adjustment.

Failure to comply with the above lunch and break employment conditions will result in an appropriate disciplinary action, the nature of which shall be determined by the supervisor.

6. Overtime Call-in Procedures and Work Rules (PW)

Authorized overtime is subject to approval of the Supervisor. All work performed, in excess of the normal work week, shall commence at 12:01 A.M. Thursday and end at 12:00 A.M. Wednesday. If the situation arises whereby the supervisor or the Township Administrator cannot fill its active requirement after exhausting all the procedures as herein agreed and set forth, then the employees who are qualified to do the job with the least amount of logged overtime will be assigned to do the work. The Employer will determine if an employee is qualified. The Supervisor or the Township Administrator will diligently attempt to give employees advance notice of all overtime work.

Employees called in to work before beginning or after completing their regular shift within any twenty-four hour period, shall be guaranteed four (4) hours pay at the overtime rate. If, however, by mutual agreement between the Employer and employees, the regular starting time of shift is changed to cause an employee to begin a regular eight (8) hour shift in less than twenty-four (24) hours from the previous days starting time, overtime will not be paid for that portion of the new shift which falls within a twenty-four (24) period.

The employee who has been called to work overtime and when the Employer is unable to provide four (4) hours of work on his regular job will be provided other work during the four hour period.

If the employees work is completed and he is authorized to leave by the Supervisor before the 4 hours is complete, then he is on call and must remain available and accessible for the balance of the 4 hour overtime shift. If the employee is required to be called in to work during the 4 hour time period (the 4 hour time period begins at the time the employee reports to work the first time), then he shall not receive any additional overtime pay unless he works beyond the 4 hour time period.

The Employer shall maintain and post, on a daily basis, a current list of employees and the amount of overtime they have worked and refused by classification. Employees who are in the said classification and have logged the lowest amount of overtime will be given preference for the overtime work.

Whenever a Public Works Department employee refuses an overtime assignment, they will be charged a minimum of four (4) hours. If the person who actually accepted the overtime assignment worked more than four (4) hours, then the employee who refused the assignment shall be charged on an hour per hour basis. If the overtime refused occurs on a holiday, sixth day or seventh day, then the employee who refused the assignment will only be charged the minimum of four (4) hours. If the actual work exceeds the four (4) hour minimum, then they shall be charged the actual time worked.

If a member of the Public Works Department is on vacation, then he will not be called and offered overtime assignments. Further, the employee who is not called shall not be charged for the overtime assignment.

If a Public Works Department employee is off sick, then he will be bypassed on the overtime call-in list if an overtime assignment arises on the same day.

The employee who is off sick will not be called to work the overtime assignment, and he shall not be charged any time relating to the overtime assignment. Should the sick or ill employee be called by accident for the overtime assignment, then it is the sick employee's responsibility to notify the caller that he should be bypassed for the overtime assignment because of illness.

Should the township determine that an emergency exists, then all employees may be required or mandated to work. If this occurs, then only actual overtime hours will be used for purposes of the overtime list.

7. Saturday or Sunday Overtime Rates – Public Works employees required to work on Saturday will be paid at the rate of one and one-half (1 ½) their regular hourly rate. Employees who work on Sunday shall be paid at the rate of double (2x) their regular hourly rate.

8. Vacation Overtime Rates – Any Public Works Employee called in to work on their scheduled vacation day shall be paid for their vacation day, and paid one and one-half times (time and a half) their hourly rate of pay for each hour worked, with a minimum call in of four (4) hours.

9. Holiday Overtime Rates – Any Public Works employee called in to work on a holiday shall be paid their holiday pay, and two times (double time) their hourly rate of pay for each hour worked, with a minimum call in of four (4) hours.

10. Meal Overtime Allowance - Employees working 4 straight hours of overtime after having completed a normal work day or prior to a normal work day shall be reimbursed up to the amount of **\$10.00** for meals. The 4 straight hours of overtime must immediately follow or precede the regular work day to be eligible. A voucher must be submitted with receipt of said meal within 48 hours of the time worked.

The Township shall make every effort to issue payment for the meal allowance within fifteen(15) working days after submission of the voucher and receipt.

11. Public Works Clothing Allowance and Professional Dress Code – Public Works Department employees shall receive a yearly clothing allowance **in the amount of \$425 for the year 2006. The clothing allowance for 2007, 2008, and 2009 shall be \$450 each year. The clothing allowance for 2010 and 2011 shall be \$500 per year.** The clothing allowance shall be payable on June 1st of each year of the Agreement.

It is the responsibility of all employees to dress in a professional manner. Employees should always be well groomed, and dressed so that they are a positive reflection upon the Public Works Department, and Florence Township.

The following clothing parameters reflect Florence Township and the Union’s desire to make sure that employees present themselves with professionalism and courtesy.

Pants

- Dockers, khakis, jeans, and work type pants are acceptable dress wear. Long pants are preferred not only to present a professional appearance, but also to protect the employees from potential safety and health hazards.
- Shorts are not permitted at any time during the year, except for the period of May 15th to September 15th of each year. If the departmental supervisor believes safety or health related concerns pertaining to a task(s) or job(s) warrants the wearing of pants during any time of the year, then long pants shall be the required article of clothing. If the employees desire to wear shorts at any other time of the year, then they may only do so with the approval of the Township Administrator.

- Cut off shorts, sweats of any kind, ripped or unhemmed clothing are not permitted in the work place. Clothing with holes is also deemed unprofessional.

Shirts

- Shirts must be worn at all times. Shirts must be full length and without offensive writing or art, which professionally represents the Township of Florence and/or the department.
- Plain shirts, shirts with collars, and other unaltered shirts are acceptable.
- Ripped shirts or shirts with holes are unprofessional and not acceptable.
- Tank tops, muscle shirts, and undershirts are not to be worn on duty.
- Sleeveless hemmed shirts are only acceptable when a job does not require meeting or interacting with the public. Unhemmed sleeveless shirts are unacceptable at all times. In cases where an employee has to meet or interact with the public, then a shirt with sleeves must be worn. Sleeveless shirts are inappropriate when professionals have to meet and interact with the public.

Headwear

- The only type of headwear permitted is baseball caps and caps of a similar nature. Baseball caps and caps of a similar nature are acceptable all through the year. Knit caps for winter months are acceptable.
- Headwear shall not contain any language or art which is offensive, or a poor reflection on the Township of Florence.

Footwear

- Employees must wear proper work shoes or work boots at all times.
- Sneakers are not acceptable footwear while on duty
- Work shoes must be kept in a professional and safe condition.

General Dress Code Provisions

Protective equipment issued by Florence Township must be worn to safeguard each employee's safety. Camouflage type clothing is unacceptable and is inappropriate for public service employees in the above referenced departments. All articles of clothing shall be clean at the start of the workday, present a professional image, and be unoffensive in nature.

If an employee does not adhere to the professional dress code outlined in this section of the contract, then the Supervisor or his designee shall properly advise the employee of his/her infraction. The employee shall return to his/her place of residence and change into clothing regarded as acceptable under this policy. Any employee who has to leave work in order to comply with this section shall not be paid for the time it takes to dress properly and return to work. In no circumstance, shall it take longer than 30 minutes for the employee to return to work.

The aforementioned procedure is put in place to protect the integrity and professionalism of each municipal department. Repeated or frequent violations of the dress code leaves the employer no other option but to use disciplinary procedures. The goal of the dress code is to present a work force that represents the public in a proud and professional manner.

12. CDL -Commercial Drivers License – Florence Township will pay for CDL license and its renewal. Township will also pay for articulated CDL licenses.

13. Education - The Township agrees to pay for those courses that are job related that the employee requests to further his education in and that such courses will increase his usefulness in his job. Prior to applying for such courses, the employee shall obtain the Employers approval. Employees taking any such courses shall also be reimbursed for their mileage to and from the required class at the IRS rate. No employee shall suffer any loss in pay for attending such courses during their normal work day.

14. Continuing Education - The Township agrees to pay for any program, License, CDL, etc., that may require mandatory continuing education or renewal, including application fees, road tests, exams, etc. Employee's must have prior approval before entering into any program, or applying for any license, CDL, endorsement, etc. The Township shall also provide a safe and qualified vehicle for any road test required as well as a qualified licensed driver to accompany the permitted applicant. Employees shall suffer no loss in pay for time spent during any of the approved programs, exams, etc. listed above. If any employee uses their own vehicle they shall be paid for all mileage to and from the program at the IRS rate.

The Township will pay the costs of all continuing education courses which are approved by the Township. If an employee fails to pass a course the first time, then the Township will only pay for the course a second time if the employee secures a "pass" grade or a grade of "C" or better.

ARTICLE XXXIII - CLERICAL EMPLOYEES

1. Work Hours - The standard work week for the Clerical Department employees shall be 9:00 a.m. to 4:30 p.m. Monday to Friday.

2. Lunch - All clerical employees are entitled to a one (1) hour lunch between the hours of 12:00 P.M. to 1:00 P.M. or 1:00 P.M. to 2:00 P.M. The Employer may agree to temporarily change or stagger the lunch times for cause. The lunch period is 45 minutes unpaid and 15 minutes paid. Lunch periods shall be staggered and/or determined by the Supervisor after consultation with the staff.

3. Breaks – All clerical employees are entitled to one (1) 15 minute paid break in the morning. Break periods shall be staggered and/or determined by the Supervisor after consultation with the staff.

4. Overtime - Authorized overtime is subject to approval of the Supervisor. The Supervisor or the Township Administrator will diligently attempt to give employees advance notice of all overtime work.

Clerical employees working more than forty (40) hours shall be compensated at the rate of one and one-half their regular hourly rate. For all hours worked above 33.75 hours and below 40 hours per week, the rate of pay shall be straight time.

5. Saturday or Sunday Overtime – Clerical employees required to work on Saturday will be paid at the rate of one and one-half (1 ½) their regular hourly rate. Employees required to work on Sunday shall be paid at the rate of double (2x) their regular hourly rate.

6. Holiday Overtime - Any clerical employee called in to work on a holiday shall be paid one and one-half (1 ½) their regular rate, plus their holiday pay, with a minimum of four (4) hours.

7. Vacation Overtime – Any clerical employee called in to work on their scheduled vacation day shall be paid their vacation pay, and one and one-half (1 ½) times their hourly rate of pay for each hour worked.

8. Education - The Township agrees to pay for those courses that are job related that the employee request to further her education in and that such courses will increase her usefulness in her job. Prior to applying for such courses, the employee shall notify the Employer for approval. Employees taking any such courses shall also be reimbursed for their mileage to and from the required class at the IRS rate. No employee shall suffer any loss in pay for attending such courses during their normal work day.

Prior to applying for such courses, the employee shall obtain approval from the Township. Courses scheduled for the normal work day must also be approved by the Township.

9. Continuing Education - The Township agrees to pay for any program, license, re-certification etc, that may require mandatory continuing education or renewal, including application fees, exams, etc. Employee's must have prior approval before entering into any program, or applying for any license, re-certification etc. The Employees shall suffer no loss in pay for time spent during any of the approved programs, exams, etc., listed above. If any employee uses their own vehicle they shall be paid for all mileage to and from the program at the IRS rate.

If an employee fails to pass a course the first time, then the Township will only pay for the course a second time if the employee secures a "pass" or a grade of "C" or better. If there is no available off hours substitute class for the voluntary course, then the Township may consider authorizing class attendance during the normal work day.

10. Clerical Pay Increment System - The Township of Florence acknowledges the certain clerical administrative staff can essentially possess knowledge and skills which may require a modification to his/her Department of Personnel title. In order to adequately compensate an employee who takes on increased job responsibilities of a verifiable nature, the Township and the Union have agreed to implement a Clerical Pay Increment System (CPIS). The CPIS shall consist of a Level I and Level II classification. The titles to be included in the CPIS are as follows:

Clerk Typist	Senior Clerk Typist	Account Clerk Typist
Police Records Clerk	Senior Police Records Clerk	Receptionist Typing
Payroll Clerk Typist	Secretary Boards/Commissions	Account Clerk
Technical Assistant, Office of Construction Code		Clerk

If the Department of Personnel consolidates titles, or issues new titles in place of any of the above titles, those new titles or consolidated titles shall be included in the CPIS.

In the salary schedule attached to this contract, each of the aforementioned titles shall have an accompanying description of Level I and Level II. Each level shall reflect a per hour salary adjustment in accordance with figures negotiated into the contract.

Each employee who holds one of the above referenced titles is eligible for a classification review once per year. The review shall take place within thirty (30) days before or after said employee's anniversary date. The purpose of the review is for the Township to analyze the employee's duties and make a verifiable determination on whether an individual's responsibilities have increased significantly. In order to render an objective decision concerning an employee's scope of responsibility, the employee and his/her immediate supervisor shall provide a report which specifically outlines the additional duties or responsibilities taken on by said employee.

These reports shall help the Township render a fair determination on whether a permanent change to another pay level is warranted.

When the formal review is done by the Administrator's office, the employee, immediate supervisor and shop steward should be present. Each review will be documented by the Administrator and placed in the employee's personnel file. It is understood by all parties to this contract that a change to Level I or Level II is only necessitated when the employee's responsibilities clearly go beyond the job description on file as of September 1, 1998. The expansion of duties or responsibilities is to be recognized as permanent in nature and significant enough to warrant a salary title modification. If an employee is moved into a Level I or Level II category and the duties which necessitated the adjustment to a higher level are no longer permanently performed by the employee, then the Township can re-adjust the employee's classification to reflect the permanent absence of the definable duties.

Within thirty (30) days of an employee's anniversary date, the Administrator shall render a decision on whether there should be an adjustment to either Level I or Level II. If a salary title upgrade is approved by the Township, then the pay adjustment will be effective from the date of the employee's anniversary date. The decision of the Township Administrator is final and the decision cannot be grieved by either the employee or the Union. Although the Clerical Pay Increment System eliminates the possibility of either side using the grievance and arbitration procedure, the employee is not precluded from asking the Township Council for re-consideration of a decision rendered by the Administrator. If an employee decides to ask Council for reconsideration of a title adjustment under CPIS, then the employee must submit a written request outlining specific points of concern for Council's review.

The Township Council shall examine the merits of each request and render a written decision in a timely manner.

If an employee does receive an adjustment to either Level I or Level II, then his/her hourly salary shall be increased in accordance with the following schedule:

2006 - 2011

Level I \$ 0.15 p/h

Level II \$ 0.25 p/h

ARTICLE XXXIIIIV - COMMUNICATIONS OPERATORS

1. Work Hours - The standard work days for the Communications Operators shall be Monday thru Sunday in three (3) eight (8) hour shifts:

Shift One - 8:00 a.m. to 4:00 p.m.

Shift Two - 4:00 p.m. to 12:00 p.m.

Shift Three - 12:00 p.m. to 8:00 a.m.

2. Lunch - Each Communications Operator will be entitled to a combined lunch (3/4 hour) and break (1/4 hour) period of 60 minutes total during each shift. Lunch and break times may not be taken separately. Hereafter the term "lunch break" will refer to combined lunch totaling 60 minutes (lunch plus break periods together). If an employee is unable to take his/her lunch break or is called back from their lunch break, he/she shall be compensated at the rate of pay for that day worked. (Example – Holiday for Holiday). Employees may not be allowed to leave the building while on lunch break. At the present time, employees work an 8 hour shift and are paid for a full 8 hours. If an employee is unable to have a lunch break away from their desk, he/she will be compensated at that days rate of pay for the full one hour period. If an employee is taking his/her lunch break away from the main desk and is called back to duty, for any reason, he/she will be entitled to pay for each 15 minute interval he/she loses from the lunch break. For example, if an employee was on lunch break and was called back to duty after only 15 minutes, he/she would be paid an additional 45 minutes at that days rate. A second example would be an employee who was on a lunch break and called back after 20 minutes. This person would only be paid for one 15 minute interval at that days rate.

With respect to the time of day at which the lunch break is taken by the employee, the shift supervisor shall determine the timing of each shifts lunch break. The shift supervisor will exercise reasonable judgment in providing a lunch break for his shift.

3. Breaks – See Above

4. Communications Operator Overtime – If the employer determines that overtime is necessary and if a Communications Operator is out of work because of vacation or illness, the Employer may offer overtime to the Communications Operator. This, however, is an administrative prerogative and in an emergency situation it can be preempted.

In the case of an unforeseen absence due to injury, illness, bereavement, etc., the Township shall fill the vacant shift(s) in the following order:

- i) The Township shall attempt to contact all full time communications operators in accordance with an established full time employees call out list.
- ii) If a full time communications operator is not available, then the Township shall attempt to contact a part time dispatcher in accordance with an established part time employees call out list.
- iii) Should the Township be unsuccessful in obtaining coverage for a specific shift, it may mandate in a communications operator for coverage. If this occurs, the full time communications operators shall be contacted first and then the part time dispatchers contacted second in accordance with a unified callout list.

In the case of a pre-known or pre-scheduled absence from work, the Township shall retain the right to contact a part time communications operator first for the purpose of filling those vacant shifts.

5. Guaranteed Minimum Overtime – Authorized overtime shall be approved by the Chief of Police or his designee. All work performed in excess of the employees normal work day or work week shall be paid at the rate of one and one-half (1 ½) the employees regular hourly rate. Overtime involving a vacation or holiday shall be paid at the rate noted for Communications Operators.

Employees working on the sixth day of their schedule shall be compensated at the rate of one and one-half the employees regular rate. Employees called in to work on the seventh day shall be paid double time.

Employees called in to work before beginning and after completing their regular eight (8) hour day within any twenty-four (24) hour period or after completing forty (40) hours work in one (1) week, shall be guaranteed a minimum of four (4) hours work at the overtime rate.

The employee who has been called to work and when the Employer is unable to provide four (4) hours of work on his regular job, will be provided other work at least four (4) hours at his regular hourly rate.

6. Meal Overtime Allowance - Employees working four (4) straight hours of overtime after having completed a normal work day, or prior to a normal work day, shall be reimbursed up to the amount of **\$10.00 (ten) dollars** for meals. The four straight hours of overtime must immediately follow or precede the regular work day to be eligible. A voucher must be submitted with receipt of said meal within forty-eight (48) hours of the time worked. The Township shall make every effort to issue payment for the meal allowance within fifteen (15) working days after submission of the voucher and receipt.

7. Vacation Overtime – Any Communications Operator called in to work while on their scheduled vacation shall be paid for their vacation day, and paid one and one-half time their hourly rate of pay for each hour worked, with a maximum call in of four (4) hours.

8. Holiday Overtime, Holiday Work Hours & Pay – Due to the unusual shifts that the employees of the police department are subject to work, Florence Township agrees to pay Communications Operators holiday pay in the amount of time and one-half in addition to their regular pay, whether or not he/she actually works on the holiday.

9. Special Equipment/Clothing – The Employer shall supply all employees with the necessary protective equipment that is needed for Communications Operators to safely perform their duties. Township will provide each Communications Operator with four (4) short sleeve shirts and four (4) long sleeve shirts as part of agreed upon professional dress code for duty hours. Shirts shall be replaced by the Township when necessary, and as determined by the Chief of Police.

10. Education, Continuing Education and Training – The Township agrees to pay for educational courses which are related to the Communications Operator position. Such courses should increase a Communications operator’s usefulness in his job. Courses related to Communications Operators can include programs, seminars, and classes offered by the State of New Jersey. Prior to applying for such courses, the Communications Operator shall obtain the Employer’s approval. Employees taking any such courses shall also be reimbursed for their mileage to and from the required class at the IRS rate.

The Township will pay the costs of all continuing education courses which are approved by the Township. If an employee fails to pass a course the first time, then the Township will only pay for the course a second time if the employee secures a “pass” grade or a grade of “C” or better.

ARTICLE XXXV - CROSSING GUARDS

1. Work Hours and Shifts – As of the date this contract is executed, the schedule for the Crossing

Guards is as follows:

Duffy School: Start: 8:15 a.m. End: 2:45 p.m.

Duffy School Crossing Posts:

A.M. 7:45 – 8:45 (1 hour)

P.M. 2:15 – 3:15 (1 hour)

Broad & 2nd St.

A.M. 7:30 – 8:30 (1 hour)

P.M. 2:30 – 3:30 (1 hour)

½ Day dismissal: 1:00 p.m.

Duffy & Broad St. Posts: 12:30 – 1:30 (1 hour)

Holy Assumption: Start: 8:20 a.m. End: 2:50 p.m.

Holy Assumption Crossing Post:

A.M. 7:30 – 8:30 (1 hour)

P.M. 2:20 – 3:20 (1 hour)

Delaware & Hornberger Ave. Post: 2:20 – 3:20 (1 hour)

½ Day Dismissal: 12:50 p.m.

H.A. Post: 12:20 – 1:20 (1 hour)

Delaware & Hornberger Ave. Post: 12:30 – 1:30 (1 hour)

Roebing Elementary School: Start: 8:40 a.m. End 3:10 p.m.

Roebing School Crossing Post:

A.M. 7:40 – 9:10 (1 ½ hours)

P.M. 2:30 – 3:30 (1 hour)

Delaware & Hornberger Ave. Post: 2:00 – 3:30 (1 ½ hours) (start at 2 p.m. to cover for high school)

½ Day dismissal: 1:20 p.m.

Roebing Post: 12:50 – 1:50 (1 hour)

Delaware & Hornberger Ave. Post: 1:00 – 2:00 (1 hour)

High School/Middle School: Start: 7:50 a.m. End: 2:09 p.m.

Delaware Ave. & Hornberger Ave. Crossing Post:

A.M. 7:00 – 8:30 (1 ½ hours)

P.M. 2:00 – 3:30 (1 ½ hours)

½ Day dismissal: 12:40 p.m.

Delaware & Hornberger Post: 12:30 – 1:30 (1 hour)

Work hours and shifts for Crossing Guards shall be in accordance with the schedule established by the Florence Township Board of Education. The schedules are subject to change and all changes have to be reviewed and approved by Florence Township. Should there be a change in the above referenced schedule, the Township will endeavor to give Crossing Guards as much notice as possible.

2. Overtime Clarification - If the starting/finishing dates of the schools vary because of some unusual circumstances such as building construction or repairs and a Crossing Guard position is open, a permanent guard will be utilized to fill that position. This replacement will follow seniority and rotate on a day to day basis.

3. Call Out - All guards shall be responsible for notifying the Police Dispatcher as soon as possible once they know they will not be reporting to work. Such notification must be no later than one half (1/2) hour before their scheduled starting time.

4. Emergency School Closings and School Lunch Closing – If a Crossing Guard is already on his/her post and the Board of Education calls for an emergency closing, then the Crossing Guard shall be paid for the remainder of the day and shall suffer no loss in pay. If a Crossing Guard is notified of an emergency closing prior to beginning their shift, then the emergency closing day (s) shall be unpaid.

5. CPR and First Aid Training - The Township will pay for the cost of CPR and First Aid Courses taken by the Crossing Guards. The Township agrees to pay the Crossing Guards at straight time for all hours spent attending an approved CPR Course. Further, Crossing Guards are not required to attend CPR and First Aid Courses as a job requirement.

All CPR and First Aid Courses must be approved by the Township before registration.

6. Training - The Township will pay all newly hired guards for all time worked while in training for their new position. Pay shall be at a rate of straight time and in accordance with the established pay scale noted in this agreement.

Every adult School Crossing Guard shall be trained for the proper performance of his/her duties and responsibilities. Such training shall consist of a minimum of two (2) hours of classroom instruction which shall include information on methods of traffic control and the duties and responsibilities of adult School Crossing Guards and a minimum of twenty (20) hours of field training.

7. Clothing Allowance - All Crossing Guards shall be provided with the following items:

- | | | | |
|-----------------------|-----------------|-----------------|------------|
| 1 - Raincoat | 1 - Safety Vest | 1 - Winter Coat | 1- Cap |
| 1 - Pair of Gloves | 1- Stop Sign | 1 - Name Tag | 1- Whistle |
| 1 - Pair of Ear Muffs | | | |

They shall also receive ID Patches for all outer wear and non-prescription safety glasses.

Boots - All crossing guards shall be entitled to an allowance of **\$100.00 (one hundred) dollars** for the purchase of boots. The boots are to be replaced on an as needed basis and with the approval of the Employer. A receipt is to be submitted to the Employer for the processing of the reimbursement. **Ear muffs can be purchased by each individual crossing guard when they get worn out and are no longer usable. The township will reimburse each guard up to \$15.00 towards the purchase of a set of ear muffs with a receipt.**

Maintenance and Repair - The Township shall replace or if able, repair any of the items listed above if they become unfit for use.

8. Paid Snow Days- If school is closed due to inclement weather, then each impacted Crossing Guard shall be entitled to 1 paid snow day each calendar year beginning on January 1, 2006. Effective January 1, 2008, each impacted Crossing Guard shall be entitled to 2 paid snow days per calendar year.

ARTICLE XXXVI - NO STRIKE CLAUSE

No employee shall engage in a strike, slowdown or work stoppage during the length of this Agreement.

ARTICLE XXXVII - COMPLETE AGREEMENT

The Employer and the Union acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the parties on all negotiable issues whether or not discussed.

ARTICLE XXXVIII - TERM OF AGREEMENT

It is understood and agreed between the parties that this Agreement shall be multi-year in nature and is designed to cover the labor and management understanding for all employees covered by this Agreement for four (4) years except that the provisions hereinafter detailed shall automatically change effective January 1st. This Agreement shall be in effect from **January 1, 2006 to December 31, 2011.**

ARTICLE XXXVIV - TERMINATION

This Agreement shall be effective on the **first (1st) day of January 1, 2006** and shall remain in full force and effect until the **thirty-first (31st) day of December 2011**. It shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing ninety (90) days prior to the expiration date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date and this Agreement shall remain in full force and effect during the period of negotiations.

SIGNATURE SHEET

In Witness Whereof, the Parties Hereto Have Set Their Hand this _____ day
of _____ 2005.

FOR THE EMPLOYER

The Honorable Michael J. Muchowski
Mayor

The Honorable John Fratinardo
President, Florence Township Council

Richard A. Brook, Township Administrator

Joy M. Weiler, Township Clerk

FOR THE UNION

Carla Katz, President
CWA Local 1034

Ruth Barrett, CWA International
Representative

Florence McNamara, Staff Representative

Clarence E. James, III, Unit President

Joseph G. Awdiok, Negotiator

Joseph P. DiFilippo, Negotiator

David Wright, Negotiator

Joseph DeLorenzo, Jr., Negotiator

Carolyn Campbell, Negotiator

Elizabeth B. Wargo, Negotiator

Alice Earls, Negotiator

ATTACHMENT

2000 HOURLY - PAYABLE WEEKLY

ATTACHMENT

2001 HOURLY - PAYABLE WEEKLY

ATTACHMENT

2002 HOURLY - PAYABLE WEEKLY

ATTACHMENT

2003 HOURLY - PAYABLE WEEKLY

ATTACHMENT

2004 HOURLY – PAYABLE WEEKLY

ATTACHMENT

2005 HOURLY – PAYABLE WEEKLY