

Revised: 7/15/03

AGREEMENT

Between

THE TOWNSHIP OF WARREN, SOMERSET COUNTY, NEW JERSEY

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

EFFECTIVE: January 1, 2003 through December 31, 2006

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ARTICLE I

RECOGNITION

Section 1: Pursuant to N.J.S.A. 34:13A-5.3, the Township recognizes the Union as the sole and exclusive collective negotiating agent with regard to rates of pay, hours of work and other conditions of employment for all regularly employed white collar employees employed by the Employer, but excluding all other employees such as managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, police, professional employees, casual employees, police dispatchers and all other employees. It is understood and agreed that the Employer has the sole and exclusive authority to establish new positions and classifications and set rates of pay for same.

Section 2: This Agreement shall be binding upon the parties and their successors.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1: It is understood and agreed that the Township possesses the sole and exclusive right to conduct its business, to manage and direct the affairs of its departments, to fulfill its lawful obligations and that all management rights repose in it.

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

It is further understood that all rights and prerogatives of management are retained by the Township unless otherwise specifically restricted by this Agreement. These rights and prerogatives shall include, but shall not be limited to, the right and prerogative to:

- (a) Direct, supervise and otherwise manage the employees, to maximize efficiency and other matters and to take all reasonable steps to improve productivity of the department;
- (b) Hire employees not presently employed by the Township for any position within the Township, promote, transfer, assign, re-assign, and relieve employees from duties because of lack of work or for other legitimate reasons and to determine their qualifications and conditions for continued employment or assignment;
- (c) Enter outside contracts for any and all services required by the Township.
- (d) Suspend, demote, discharge, or take other disciplinary action for good and just cause.
- (e) The executive management and administrative control of the Township government and its properties and facilities and the activities of its employees.
- (f) To take all other actions which may be necessary to accomplish the mission of the Township.

Section 2: The exercise of the foregoing powers, rights, authorities, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of Warren Township.

Section 3: Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority.

under Title 40 and Title 40A of the New Jersey Statutes or any other applicable national, state, county or local laws or ordinances.

ARTICLE 3

NO STRIKE PLEDGE

Section 1: The parties recognize that the need for continued and uninterrupted operation of the Employer's departments and agencies is of paramount importance to the citizens of the community and that there shall be no interference with such operations.

Section 2: The Union covenants and agrees that during the term of this Agreement, the Union, its officers, members, agents, principals or any persons acting in its behalf, will not cause, authorize, support or condone or take part in any strike, sympathy strike, slowdown, job action, mass resignation, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The Union, through its officers, members, agents or principals will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, sympathy strike, work stoppage, slowdown, walkout, mass resignation, mass absenteeism, or other job action against the Township.

Section 3: The Employer shall have the right to discipline or discharge any or all employees causing or being involved in a strike, slowdown, or any other type of interference with normal work performance.

Section 4: In consideration of the foregoing, the Employer agrees not to lock out any employee covered under the provisions of this Agreement.

ARTICLE 4

DISCRIMINATION

There shall be no discrimination, interference or coercion by the Township or the Union or its members against any employee on account of race, color, creed, age, sex, national origin, political affiliation, disability, sexual orientation or Union affiliation or nonaffiliation.

ARTICLE 5

SENIORITY

Section 1: A newly appointed employee shall be considered probationary and without seniority.

Section 2: Seniority is defined as an employee's length of uninterrupted service with the Township beginning with the employee's date of hire. Upon satisfactory completion of the probationary period, seniority shall accumulate until there is a break in service, at which time it will end. Part time employment with the Township will not count for seniority calculation purposes.

Section 3: An employee shall be considered to have job classification seniority, within his or her department or office, upon successful completion of the probationary period for that job. Job classification seniority shall accumulate until there is a break in service.

Section 4: A break in continuous service occurs when an employee resigns, is discharged for cause, retires, is laid off beyond the period of recall, or fails to return upon expiration of any leave of absence approved by the Township.

Section 5: If an employee is promoted but does not successfully complete the ninety (90) day probationary period, the employee may return to his or her previous job classification. The employee's seniority and job classification seniority will continue to accumulate during such period.

Section 6: In the event of a layoff, recall, transfer or demotion, seniority will prevail within the department or office, provided the most senior employees have the requisite qualifications and abilities to perform the work available, in the sole opinion of the Township Administrator.

Section 7: The Employer shall maintain and post a current seniority list.

ARTICLE 6

PROBATION

Section 1: All newly hired employees shall be subject to a one hundred twenty (120) calendar day probationary period. The purpose of the probationary period is to enable the Employer to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status. The Township shall have the absolute right to terminate any employee on probationary status, and such decision to terminate a probationary employee shall not be subject to the grievance procedure herein or otherwise challenged by the Union.

Section 2: In the event an employee is promoted, he or she will be subject to a ninety (90) calendar day probationary period in the new job. The Township having the absolute right to return the employee

to the prior position held by the employee and such decision shall not be subject to the grievance herein or otherwise challenged by the Union.

ARTICLE 7

LAYOFF AND RECALL

Whenever the Employer reduces the work force, the following procedure shall apply:

(1) Employees shall be laid off in the order of least seniority, provided the remaining employees are then qualified to perform the work to be done, in the sole opinion of the Township Administrator.

(2) In the case of layoffs, as a result of reduction in the workforce, by the Township, not termination for any other reason, the employees affected shall receive the following payments:

- (a) Employee that has worked for the Township for two (2) years and less than five (5) years, the sum equal to one (1) week's salary.
- (b) Employee that has worked for the Township for five (5) years and less than ten (10) years, the sum equal to two (2) weeks' salary.
- (c) Employee that has worked for the Township for ten (10) years and less than twenty (20) years, the sum equal to three (3) weeks' salary.
- (d) Employee that has worked for the Township for twenty (20) years or more, the sum equal to four weeks' salary.

(3) A laid off employee with more than one year's seniority shall have rehire rights for a period of eight (8) months. An employee with less than one (1) year of employment shall have rehire rights for four (4) months.

(4) If an employee covered by this Agreement is laid off, he or she may exercise his or her seniority rights to bump the least senior employee, provided such bumping employee possesses the skills and

qualifications required to perform the work to be done in the job he or she is to fill, in the sole opinion of the Township Administrator.

(5) The Employer will re-hire laid off employees in the order of greatest seniority, provided the senior employee is qualified to perform the work available to be done, in the sole opinion of the Township Administrator.

(6) Notice of recall shall be mailed to the last known address of the employee on layoff, and said employee shall notify the Employer within two (2) weeks from the date of the notice of recall that said employee intends to return to work for the Township, and said employee must actually return to work within three (3) weeks from the date of the notice of recall. It will be the responsibility of the employee to keep the Township advised in writing of his or her current mailing address, and failure to respond to the recall notice or to report for work within the time limits set forth above shall result in loss of recall and seniority rights unless such time limits are extended for good cause by the Employer.

ARTICLE 8

WORK WEEK/PAY PERIOD

Section 1: This Article shall not be construed as a guaranty of hours of work per day per week or yearly, but is intended to set forth the normal working hours of employees covered under this Agreement. The work hours for employees covered by this Agreement shall be thirty-five (35) hours per week and one thousand eight hundred and twenty (1,820) hours per year.

Section 2: Working hours for employees covered by this Agreement shall be as follows:

(a) All employees:

8:30 A.M. to 4:00 P.M., Monday through Friday with a one-half ($\frac{1}{2}$) hour unpaid lunch, which lunch break shall be scheduled to begin sometime between 12:00 noon and 1:30 P.M. unless modified due to emergency. Lunch periods cannot be waived by the employee so employee can start work late or leave work early.

(b) It is understood that an employee's salary shall be paid in twenty-seven (27) payments each year.

(c) Termination of work as a result of inclement weather shall be determined by the Township Administrator at his or her sole discretion. When work is terminated for inclement weather reasons, the employee will be paid his or her regular (non overtime) day's pay. Any employee not abiding by such determination and not working when the Township is open for business shall be charged with a vacation day or not paid if the employee does not have any vacation days due to employee. Continued non-appearance for work during inclement weather when the Township is open for business shall result in disciplinary action against the employee.

ARTICLE 9

OVERTIME/CALL BACK

Section 1: All work performed in excess of forty (40) hours of work during the regular work week shall be considered overtime and shall be paid for at the rate set forth hereinafter.

Section 2: CALCULATION OF OVERTIME

(a) Employees other than executive, administrative or professional employees as defined by 29 CFR part 541 and as provided in Section 13(a)1 of The Fair Labor Standards Act, who are required to work overtime, shall be compensated at a rate of one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate, which shall be paid for work performed over forty (40) hours in a work week, provided the employee has worked or been paid for forty (40) hours of work in the work week in question. If an employee has not worked forty (40) hours in the work week, time and one-half ($1\frac{1}{2}$) shall not begin.

until such hours have been worked or paid. If an employee works over 35 hours in one week and less than 41 hours, employee will be paid at his or her straight time rate.

- (b) Employees attending meetings of Township Boards or other Township agencies shall be paid at the said overtime rate in accordance with the above terms.
- (c) Overtime calculations shall be based upon a week of Sunday 12:01 a.m. to Saturday at 12:00 midnight, which may or may not align with the pay period.
- (d) Compensatory time shall not be substituted for overtime payments.

Section 3: This Section shall apply to unanticipated overtime work as opposed to scheduled overtime which may occur outside the normal working hours of the employee. Any employee who is called back to work after completing his or her regularly scheduled shift and left his or her place of work shall be guaranteed a minimum of two (2) hours of pay, at the rate of time and a half, provided such hours do not overlap into the employee's regular working hours. Such employee shall be required to work all hours, in addition to the two (2) hour minimum guarantee, which are required by the employee's supervisor.

ARTICLE 10

RULES AND REGULATIONS/PERSONNEL POLICY

Section 1: The present rules and regulations which address the operation of the various departments and agencies of the Township will remain in effect subject to change by the Township in the future. The Township may establish and enforce reasonable and just rules and regulations in connection with the operation of its departments and the maintenance of discipline.

Section 2: Employees covered under this Agreement shall comply with all rules and regulations and shall promptly and efficiently execute the instructions and orders of the Township Administrator or his or her designee and their immediate supervisor. If an employee refuses to comply with a rule or regulation, is guilty of insubordination to a superior, refuses to execute promptly and efficiently an instruction or order of his or her supervisor, or acts improperly, dishonestly, immorally, illegally, or in a way detrimental to the Township of Warren, the Township may discipline the offending employee, which discipline may include suspension or discharge, or any other lawful action.

Section 3: The Employer agrees to advise the Union of any change in work rules or regulations.

Section 4: The Personnel Policy of the Township of Warren, revised 12/5/02 and adopted by the Township by Resolution 2002-333 and as subsequently revised and amended shall be applicable to all employees unless the same is in conflict with the specific terms of this Agreement, in which case this Agreement shall take precedence.

ARTICLE 11

DISCIPLINE AND DISCHARGE

Section 1: The parties agree that nothing contained in this Agreement shall in any way prohibit the Employer from discharging or otherwise disciplining any employee covered hereunder, regardless of seniority or any other provision hereof. Notice of discharge or suspension shall be served upon employee involved and the Union. All disciplinary actions shall follow the procedure outlined in the Personnel Policy of the Township of Warren as periodically amended.

Section 2: If an employee feels that he or she has been disciplined, discharged or suspended unjustly, said employee, through the Union, shall have the right to file a grievance, which must be in writing, with the Employer within five (5) working days from the time of discipline, discharge or suspension. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within the time period specified, then said discipline, discharge or suspension shall be deemed to be final and binding upon the employee involved, the Union and the Township.

Section 3: If an employee is to be questioned by a superior relative to a matter which employee reasonably believes may lead to being disciplined, the employee shall have the right to have a shop steward present.

ARTICLE 12

SICK LEAVE

Section 1: "Sick Leave" means paid leave that may be granted to each full time Township employee who through bona fide sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of his or her position or who is quarantined by a physician because he or she has been exposed to a contagious disease.

Section 2: A certificate from a physician designated by the Township or the employee's own physician may, at the Township Administrator's, or his or her designee's, discretion, be required as sufficient proof of the need for the employee's sick leave for more than three (3) days and/or to verify that the employee is physically fit and

able to resume his or her duties. The cost of the certificate shall be the employee's obligation.

Section 3: In cases of sick leave due to a contagious disease or exposure to same; a certificate from the Township Department of Health may be required, at the discretion of the Township Administrator or his or her designee, before the employee is permitted to return to work.

Section 4: Full time employees shall accumulate sick leave on the following basis:

<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>SICK/INJURY LEAVE</u>
0 to 1 complete year	1 day per 2 months
1 to 5 complete years	9 days
After 5 years	15 days

Section 5: Sick leave can be accumulated to a maximum of one hundred and twenty (120) days during each employee's length of service. Employees shall be paid for unused sick days at the conclusion of each calendar year in accordance with the Personnel Policy of the Township of Warren.

Section 6: An employee must call his or her supervisor and the Township Switchboard Operator/Receptionist not later than 8:30 a.m. if he or she is sick, injured, or for another reason unable to report for work on that day. The above call must be made on each consecutive sick or other missed work day also.

Section 7: Any and all temporary workers compensation payments and/or disability payments provided through Township funded insurance paid to an employee while the employee is on sick leave shall be turned over to the Township by the employee.

Section 8: In order to reduce the amount of working time lost due to sick leave, the Township offers a "sick leave bonus plan" which shall consist of the following benefits:

- (a) If an employee covered by this Agreement loses no time from work due to sickness for four (4) consecutive months, he or she shall receive one (1) day off at his or her regular straight time rate, to be taken within the next six (6) consecutive months. Any time taken pursuant to the sick leave bonus plan will not cause an overtime situation.
- (b) The Township reserves the right, at any calendar year's end, to modify or eliminate this "sick leave bonus plan" unilaterally, and the exercise of this unilateral right to modify or terminate the "sick leave bonus plan" shall not constitute a re-opening of this Agreement, nor shall it require the Township to negotiate or reach agreement with the Union concerning exercise of this unilateral right of modification or termination.

Section 9: Any employee who, for reason of illness or injury, will be absent for more than two (2) consecutive days shall contact the Township Administrator to advise the Township Administrator of the employee's condition and prognosis for returning to work.

Section 10: In the event an employee misses work for more than nine (9) days in any calendar year, the employee will be required to provide the Township Administrator or his or her designee with a physician's statement as to the medical reason for such absence.

Section 11: Upon termination, by either party, of an employee's employment with the Township, an employee shall reimburse the Township when the amount of sick leave taken within the calendar year, including the year's eligible amount and accumulated sick leave, is in excess of the amount due to the employee. This reimbursement shall be deducted from the employee's final paycheck.

ARTICLE 13

HOLIDAYS

Section 1: The Township will designate fourteen (14) paid holidays (which will include a day off for employee's birthday) and post the same not later than February 15th each calendar year.

Section 2: The Township can change the date of a holiday.

Section 3: Permanent part time employees routinely working eighteen (18) hours or over per week shall be entitled to paid for holidays that fall on the employee's regularly scheduled work day (i.e., the employee being paid his or her regular pay for that work day).

ARTICLE 14

VACATION

Section 1: The vacation leave set forth below shall only be applicable to full time employees and shall be computed according to the following schedule:

<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>VACATION DAYS</u>
0 to 1 year	1 day for each two months of service to a maximum of 5 days
1 complete year to 5 complete years	10 days
After 5 years to 10 complete years	16 days
After 10 years to 20 complete years	21 days
After 20 years	25 days

Permanent part time employees routinely working eighteen (18) hours or over per week shall be entitled to vacation leave proportionately adjusted for their part time status, rounded to the nearest half day. By way of example: Employee has been employed four (4) years and works

eighteen (18) hours per week, employee is entitled to 36 hours vacation (the calculation being: 10 days of regular employee vacation = 70 hours; 18 hours = 51% of full time 35 hour work, 51% of 70 = 35.7 rounded to 36 hours of vacation annually).

Section 2: Vacation leave cannot be taken for less than a half day period without the approval of the Township Administrator or his or her designee, which shall not be unreasonably withheld. All vacations must be taken within the vacation calendar year which shall run from January 1st to December 31st, and shall not be allowed to accumulate.

Section 3: Vacations are credited in advance in expectation of continued employment, and vacation entitlement shall be pro-rated from January 1st to the date of separation in the calendar year if employment is terminated. Reimbursement must be made in cases where the amount of employment does not equal the amount of vacation taken within the calendar year. This reimbursement will be deducted from the employee's final pay check. Any earned vacation which is not taken shall be paid upon separation in accordance with the pro-rated schedule set forth above.

Section 4: An employee shall receive increased vacation in accordance with the next higher applicable level commencing in that calendar year that the employee's employment anniversary falls. Example: Employee hired on May 1, 1991; employee shall be entitled to 16 days vacation as of May 1, 1996, until that date employee shall be entitled to 10 days vacation.

Section 5: Vacation scheduling shall be determined by the Township Administrator or his or her designee, taking into consideration the efficient operation of the Township.

Section 6: If a holiday occurs during a vacation period, the employee shall be entitled to an additional vacation day in lieu of the holiday.

ARTICLE 15

WAGES

Section 1: The parties recognize the need for continued high quality service to the community and they agree to cooperate with each other to provide this service. In recognition of this pledge of continued high service the Employer agrees to improve the salaries for all employees covered by this Agreement for the calendar years 2003-2006 as follows:

SALARY SCHEDULE

Employee Name	Position	2003 Salary	2004 Salary	2005 Salary	2006 Salary
Public Works					
Veronica Walters* (based upon a 40 hour work week)	Admin. Sec.	37,534.08 X	41,298.00	42,867.32	44,496.28
Zoning					
James Alexander	Enforcement Officer	23.87	24.78	25.72	26.70
Administrative/Exec.					
Lois Harold*	Asst. Purch. Agent	39,319.44 X	44,894.94	46,600.94	48,371.78

Employee Name	Position	2003 Salary	2004 Salary	2005 Salary	2006 Salary
Assessment of Taxes					
M. Blenke*	Ass't to Assessor	32,826.75 X	36,118.62	37,491.12	38,915.79
Board of Health					
R. Cohen (never subject to increase in salary)	Certified Env. Health Specialist	10,000.00	10,000.00	10,000.00	10,000.00
A. Lane	Clerk/Registrar	32,826.75	34,074.17	35,368.98	36,713.01
D. Ostman*	Certified Env. Health Specialist	58,470.54 X	64,333.97	66,778.66	69,316.25
Township Clerk					
R. Carlson*	Ass't to Twp. Clerk	35,847.33 X	39,442.10	40,940.90	42,496.65
Construction Code					
M. Janoski	Electrical Subcode/ Building Inspector	58,844.22	61,080.30	63,401.35	65,810.60
E. Montague	Subcode/Building Inspector	46,699.62	48,474.21	50,316.23	52,228.24
John Fiedler	Subcode/Building Inspector	46,699.62	48,474.21	50,316.23	52,228.24
Lisa Meaney (The \$35,000.00 salary is Eff. 3/23/03; 1/1/03 to 3/22/03 salary was \$31,913.31)	Technical Assistant	35,000.00	36,330.00	37,710.54	39,143.54
Lisa McGill	Secretary	31,913.31	33,126.02	34,384.80	35,691.43
Bruce Helmstetter	Inspector Part Time	25.58	26.55	27.56	28.60

Employee Name	Position	2003 Salary	2004 Salary	2005 Salary	2006 Salary
Collector of Taxes					
Joyce Mahon*	Accounts Clerk	30,070.86 X	34,334.91	35,639.63	36,993.94
Engineering					
M. Mullin	Eng. Tech.	50,929.47	52,864.79	54,873.65	56,958.85
L. Small*	Administrative Sec.	33,807.66 X	37,197.89	38,611.41	40,078.65
D. Darge	Eng. Inspector	42,558.00	44,175.20	45,853.86	47,596.31
Financial Admin.					
P. Ercolano	Account Clerk	30,070.86	31,213.55	32,399.67	33,630.86
C. Jensen	Sr. Accounts Clerk	31,565.58	32,765.07	34,010.14	35,302.53
Fire Department/ Recreation & Police Dept.					
Maryellen Vautin	Secretary - F/T	14.53	15.08	15.66	16.25
Municipal Court					
L. Campanelli*	Dep. Court Admin. F/T Account Clerk	33,786.90 X	35,772.22	37,131.56	38,542.56
Planning Board					
V. Green	Clerk	37,803.96	39,240.51	40,731.65	42,279.45
Board of Adjustment/ Zoning					
K. Lynch	Clerk - Board of Adjustment & Fire Marshall	33,807.66	35,092.35	36,425.86	37,810.04
Police Department					
Michelle Gerwer	Administrative Sec.	33,143.34	34,402.79	35,710.09	37,067.08
Stephen Schumacher	Sr. Records Specialist	28,026.00	29,090.99	30,196.45	31,343.91

Rates listed include raises and adjustments as negotiated for each year of the Contract.

Caveats:

1. The above individuals whose names are marked with an asterisk (*) have had their base salaries increased by the following percentages commencing in 2004

<u>EMPLOYEE</u>	<u>LONGEVITY</u>
Blenke, Margot	6%
Campanelli, Deborah	2%
Carlson, Ann	6%
Harold, Lois	10%
Mahon, Joyce	10%
Ostman, Donna	6%
Small, Louise	6%
Walters, Veronica	6%

The said increases are specific to the named individuals and the Township reserves the right to not consider the above 2004 increases and their compounded effect in the future when the Township fills the named employee's positions with new employees.

2. Above pay schedule will be adjusted, at the Township's sole discretion, if a promotion or demotion occurs or in the event a position becomes vacant for any reason.
3. In the event a position becomes vacant for any reason, it shall be the Township's sole choice as to whether the position will be terminated, modified or if any other action relative to the same will be taken.

Section 2. Employees receiving longevity will no longer receive the same effective January 1, 2004. The Salary Schedule set forth in Section 1 of this Article has the following modifications thereto relative to the continuation of longevity for certain employees for the year 2003, said employees being designated on the salary schedule with an "x" next to their 2003 salary figure:

- a. V. Walters - 4% longevity added to salary from 1/1/03 until 6/24/03 (prorated)
- 6% longevity added to salary from 6/25/03-12/31/03 (prorated).
- b. Lois Harold 10% longevity added to salary from 1/1/03 until 12/31/03.
- c. M. Blenke - 4% longevity added to salary from 1/1/03 until 1/7/03 (prorated).
-6% longevity added to salary from 1/8/03 until 12/31/03.
- d. D. Ostman - 6% longevity added to salary from 1/1/03 until 12/31/03.
- e. A. Carlson - 6% longevity added to salary from 1/1/03 until 12/31/03.
- f. J. Mahon - 10% longevity added to salary from 1/1/03 until 12/31/03.
- g. L. Small - 6% longevity added to salary from 1/1/03 until 12/31/03.
- h. D. Campanelli - 2% longevity added to salary from 1/1/03 until 12/31/03.

ARTICLE 16

FEDERAL FAMILY AND MEDICAL LEAVE

Federal Family and Medical Leave Act and New Jersey Family Leave Act shall be applicable to all full time employees.

ARTICLE 17

JURY LEAVE

All full time employees covered by this Agreement who are required to serve on a jury, shall be granted a leave of absence with pay to serve on said jury. During the time that he or she is serving on said jury, the employee shall receive his or her full pay from the Township, less jury pay. If an employee is excused from jury duty by or before 11:00

a.m., he or she shall report to work for the remainder of the work day. An employee receiving a summons for jury duty will provide a copy thereof to the Township Administrator within five (5) days of an employee's receipt thereof.

ARTICLE 18

BEREAVEMENT LEAVE

Section 1: All full time employees covered by this Agreement shall be entitled to leave without loss of pay for all time lost from work from the date of death to and including the day of burial up to a maximum of three (3) days when a death occurs in the immediate family of the employee. The term "immediate family" is defined to mean husband, wife, child, parent, brother, sister, mother-in-law, father-in-law, grandparents or grandchildren of a full time employee covered hereunder. The Township Administrator or his or her designee may grant an increase in the above three (3) day period if he deems, in his sole opinion, that circumstances justify such increase.

Section 2: Full time employees covered by this Agreement shall also be entitled to one (1) workday leave without loss of pay, if needed, to attend the funeral of brother-in-law, sister-in-law, aunts or uncles.

Section 3: Proof of death of relative shall be provided by the employee requesting leave under this Article.

ARTICLE 19

MILITARY LEAVE

Any full time employee covered by this Agreement who is a member of the United States Reserves, or State National Guard, and is required to engage in annual active duty training, shall be granted a leave of

absence in accordance with applicable State Law. The said period shall be without pay, but shall not be charged as vacation to the employee.

ARTICLE 20

HEALTH BENEFITS

Section 1. The Township agrees to continue to provide medical and surgical insurance for full time employees covered hereunder which includes hospitalization and Major Medical, or the equivalent coverage. The employees shall, when legally able to do so, contribute annually from their first pay in June the following sums towards the aforesaid coverage: (a) those employees with dependents - \$35.00; (b) those employees without dependents - \$25.00. The Township may substitute other insurance carriers or plans as long as the insurance coverages provided are substantially equal to or better than those presently provided. In the event that an employee utilizes an HMO Plan and the same is more expensive than the standard State Health Benefits Plan offered by the Township, the employee shall reimburse the Township the amount the HMO Plan exceeds the cost of the standard State Health Benefits Plan, as per the direction of the Township Administrator.

Section 2: The Township shall continue to provide a dental plan for full time employees covered under this Agreement. Dependent dental coverage may be selected by the employee. The cost of dependent coverage will be paid 50% by the employee and 50% by the Township. Employee shall have the option to obtain orthodontics coverage at his or her sole cost.

ARTICLE 21

UNION RIGHTS

Section 1: The Township recognizes, and shall deal with, the accredited Union Steward in all matters relating to grievances and interpretation of this Agreement. The Union shall advise the Township Administrator of the name of the said Steward within five (5) days of his or her election. The number of stewards shall be limited to two. The Township will release stewards to attend Union Steward training for one day per year, such release will be with pay.

Section 2: With the consent of the Township Administrator, Union Stewards shall be granted a reasonable amount of time during regular working hours, without loss of pay, to present, discuss and adjust grievances and contract interpretation with the Township, it being understood that grievances shall normally be handled during non-work time except in cases of emergency. No Union representative, or member, shall leave his or her work without first obtaining the permission of the Township Administrator or his or her designee. All Union related functions of Union Stewards other than grievances and Agreement interpretation, if required by an emergent situation, shall be conducted outside of Township work hours.

Section 3:

- (1) The Township agrees to make deductions of monthly union membership dues each payroll period from the pay of an employee who has signed a dues deduction authorization card. Such deductions shall begin as soon as possible after receipt of the authorization card in accordance with the Township's normal payroll procedures.
- (2) The amount of dues to be deducted will be certified to the Township by the Secretary-Treasurer of the Union. The amount of dues shall be changed as may be certified to the Township.

by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

- (3) In accordance with P.L. 1979, Ch. 477 as it relates to the Agency Shop provisions, a representation fee of seventy-five (75%) percent shall be deducted from all non-union members. The Union agrees to implement a demand and return system set forth in the statute, and in addition, the Union shall indemnify and hold the Township harmless against any and all claims, demands, suits and other forms of liability, which may arise from implementation of this Article.
- (4) The Township agrees to remit such deductions to the Union prior to the 10th of the month following the month for which said deduction is made together with a list of employees from whose pay such deductions were made. However, the Union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith. Remittance shall be sent to the Union c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 3rd Street NW, Washington, DC 20006, or as designated by the Union.
- (5) Management agrees to forward to the Union, upon request, a report once a year, containing the following information: employee's name, home address, job title, department and salary.
- (6) The Union agrees that it will indemnify and save harmless the Township against any actions, claims, losses or expenses, including reasonable attorney fees and court costs in any matter resulting from any and all actions taken by the Township at the request of the Union under this article. The Township is to have no liability whatsoever as a result of this section.

ARTICLE 22

BULLETIN BOARDS

A bulletin board, or section thereof, for Union information shall be provided by the Township in the main municipal building employee lunch room, in the court administrative area, police department and the public works garage; union business will not be posted on Township public bulletin boards.

ARTICLE 23

TUITION REIMBURSEMENT

The Township agrees to reimburse employees the cost of tuition, as set forth below, for all job related courses taken, provided the employee has worked for the Township for at least six (6) months and obtains prior approval from the Township Administrator to take such course. Tuition reimbursement, at the following rates, shall be paid upon submission by the employee of proof that the course was completed with a grade "C" or better, or if no grades are given, of a satisfactory completion. The Township will reimburse the employee 75% of employee's costs where the employee attains a grade of "A" or "B". The Township will reimburse the employee 50% of the said costs where the employee attains a grade of "C" or a "pass" grade in a "pass/fail" graded course.

All reimbursement pursuant to this section shall not exceed the Rutgers' tuition rate.

Persons receiving tuition reimbursement from the Township must remain in the employ of the Township for at least six (6) months after completing the course or said tuition reimbursement shall be repaid to the Township by deducting the amount of said tuition reimbursement from the employee's last pay check.

ARTICLE 24

ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

Section 1: An employee shall, within five (5) working days of a written request to the Township Administrator, have an opportunity to review his or her personal folder in the presence of an appropriate municipal official to examine any criticism, commendation or any

evaluation of his or her work performance or conduct prepared by the Township during the term of this Agreement.

Section 2: Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

ARTICLE 25

GRIEVANCE PROCEDURE

Section 1: Definition: Any grievance or dispute which may arise between the parties involving the application, meaning, violation, misapplication or interpretation of this Agreement, but shall exclude any alleged understanding, practice or other matters outside the terms of this Agreement. All grievances shall be in writing.

Section 2: Procedures:

STEP 1 - Informal - Immediate Supervisor

Within five (5) working days of the time a grievance arises or within three (3) working days of the date when the grievant knew or should have known of its occurrence, the employee will personally (may be accompanied by the Union Steward) present the grievance informally to his or her immediate supervisor. Within five (5) working days after presentation of the grievance, the immediate supervisor will render a written decision or answer to the employee with a copy to the Union Steward.

STEP 2 - Formal - Township Administrator

Within five (5) working days of the written decision or answer of the immediate supervisor, if the grievance is not resolved, the employee shall file a written grievance with the Township Administrator. The said grievance shall include a complete recitation of the situation complained of and a designation of the section of the contract alleged to have been violated and how the same was specifically violated. The Township Administrator will arrange a meeting with the employee and the Union Steward not later than five (5) working days from his receipt of the grievance to attempt to resolve the same. The Township Administrator shall give a written answer to the employee, with a copy to the Union Steward, not later than ten (10) working days after the said meeting.

STEP 3 - Formal - Township Committee

Within ten (10) working days of the written answer of the Township Administrator, if the grievance is not resolved, the grievance shall be forwarded to the Township Committee. The Township Committee will arrange a meeting at a mutually agreeable time which shall not be later than ten (10) working days after receipt of the grievance. The aggrieved party, the Union Steward, and Union Representative shall be entitled to be present at the meeting. The Township Committee shall give a written answer to the grievance within ten (10) working days following the meeting, or within such additional period of time that may be mutually agreed upon. The decision of the Township Committee shall be final and non-appealable.

Section 3: A group grievance, one that may affect a group of employees, may be presented by the Union at Step 2.

Any grievance not processed to the next step in the Grievance Procedure within the time limits provided for such proceeding shall be deemed to have been abandoned by the moving party.

If the Employer does not respond to a grievance within the time periods set forth in the grievance procedure, the Union may advance the grievance to the next step.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance and any affect thereof have been fully determined.

ARTICLE 26

REIMBURSEMENT FOR PRIVATE VEHICLE USE

Section 1: Employees covered hereunder who are required and authorized to use their personal car for Township business shall be compensated at the rate of thirty-one cents (\$.31) per mile for miles driven in connection with such Township business.

ARTICLE 27

JOB POSTINGS

The Township will post all Township job vacancies or new jobs on Township bulletin boards, such posting shall include the following information: job title, job location, pay rate, qualifications and application procedures. This posting shall not limit the Township from filling all job vacancies with non-Union members or non-Township employees or from other forms of advertising to fill such job vacancies or new jobs.

ARTICLE 28

CLOTHING ALLOWANCE

Employees in the departments of health, construction and engineering shall be reimbursed annually, up to the sum of \$125.00, for the purchase of boots, work shoes and foul weather gear to be used to perform employee's job.

ARTICLE 29

PERSONAL DAY

All full time employees may request to be excused for personal business, without loss of pay, for one (1) day per year. The request for absence is to be made in writing as far in advance as possible to the Township Administrator. In an emergency, the request must be made to the Township Administrator by phone or other means of communication. The Township Administrator shall approve the request for absence based upon reasonable grounds. Personal day use shall not be available for use the day before and the day following employee's vacation or a holiday.

ARTICLE 30

SALARY ENHANCEMENT

Section 1: All employees hired before January 15, 1993 who have credited service in PERS of at least twenty-three (23) years, with at least eighteen (18) years of service being in Warren Township, shall be entitled to a seven and one-half (7-1/2%) percent raise after the employee has completed twenty-three (23) years of pension credited service and another seven and one-half (7-1/2%) percent raise after the employee has completed twenty-four (24) years of pension credited service. In the event that the employee is employed by the Township after the employee has completed twenty-five (25) years of pension credited

service, the employee's pay will be reduced by fifteen (15%) percent (see below formula). The formula expressing the above shall be:

Year 1 = Base Salary x 7.5% x longevity (if any) = Total

Year 2 = Base Salary x 7.5% (Year 1 included) x 7.5% (Year 2) x longevity (if any) = Total

Year 3 = Base Salary x longevity (if any) = Total

Section 2: Those employees entitled to the above benefit are as follows:

<u>EMPLOYEE</u>	<u>DATE OF HIRE</u>
Blenke, Margot	January 7, 1991
Campanelli, Deborah	April 24, 1989
Carlson, Ann	September 8, 1988
Harold, Lois	August 12, 1980
Mahon, Joyce	January 3, 1979
Ostman, Donna	January 4, 1988
Small, Louise	February 26, 1990
Walters, Veronica	December 14, 1987

ARTICLE 31

OUT OF TITLE WORK

Employees assigned to a higher job which requires State Licensure (not certification or any other designation) in which employee does not normally work, as evidenced by a written document filed with the employee and Township Administrator, for five (5) days or more will be paid retroactively at the higher level for the entire job assignment. Such assignment shall be deemed temporary not permanent. To receive this payment, the employee must work in the assigned capacity each day or part thereof during his or her assignment.

ARTICLE 32

FULLY BARGAINED PROVISION

The parties agree that they have fully negotiated and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations.

ARTICLE 33

SAVINGS CLAUSE

The Township and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provision of the Agreement is rendered illegal or invalid under any applicable law or State or Federal regulations, such illegality or invalidity shall affect only the particular provision which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect.

ARTICLE 34

TERMINATION

This Agreement shall be effective as of January 1, 2003 and shall remain in full force and effect until December 31, 2006. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days after the giving of said notice.

ARTICLE 35

PROCEDURE FOR COLLECTIVE NEGOTIATIONS

Section 1: Collective negotiations, with respect to appropriately negotiable matters, shall be conducted by the duly authorized representatives of each of the parties.

Section 2: Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party.

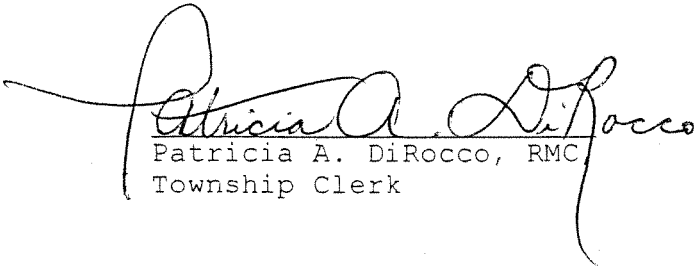
Section 3: Employees who may be designated by the Union to participate in collective negotiating meetings called for the purpose of the negotiation of an Agreement will be excused from their work assignments without loss of regular straight time pay, provided, however, that not more than two (2) such employees shall be so designated at any one time. A member of the negotiating team that is attending a negotiation session during a non-work period will not be compensated.

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the

17th day of July, 2003.

ATTEST:

TOWNSHIP OF WARREN,
SOMERSET COUNTY, NEW JERSEY


Patricia A. DiRocco, RMC
Township Clerk

BY: 
Victor J. Sordillo, Mayor

WITNESS:

COMMUNICATIONS WORKERS OF AMERICA, AFL-
CIO



BY: 