

AGREEMENT

BETWEEN:

**TOWNSHIP OF RANDOLPH,
MORRIS COUNTY, NEW JERSEY**

-AND-

RANDOLPH TOWNSHIP MUNICIPAL CLERICAL ASSOCIATION

JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

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PREAMBLE

This AGREEMENT entered into this June 16, 2004 by and between the TOWNSHIP OF RANDOLPH, in the County of Morris, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the “Township”, and the RANDOLPH TOWNSHIP MUNICIPAL CLERICAL ASSOCIATION, hereinafter called the “Association” represents the complete and final understanding on all the bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

The Township recognizes the Association as the exclusive collective negotiations agent for the Members of the Randolph Township Clerical Association, but excluding all professional employees, supervisors, police department personnel and managerial executives.

ARTICLE II

ASSOCIATION RIGHTS

A. During Collective Negotiations, authorized Association representatives, not to exceed three (3), shall be excused from their work duties to participate in all negotiation sessions which may be mutually scheduled to take place during their regularly scheduled work time, and shall suffer no loss of regular pay thereby.

B. Each respective negotiating Committee shall be empowered with authority to negotiate an Agreement, subject, however, to the approval and ratification of same by their respective constituencies.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:**
- 1. To the executive management and administrative control of the Township government and its properties and facilities and the activities of its employees;**
 - 2. To hire all employees and subject to the provisions of law, to determine their qualification and conditions for continued employment or assignment and to promote and transfer employees;**
 - 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.**
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and regulations and practices in 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.**
- C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.**

ARTICLE IV

WORK WEEK AND OVERTIME

- A. The normal workweek shall consist of five (5) consecutive days, Monday through Friday. The normal workday shall consist of seven (7) hours as scheduled by the work rules of the employer, with the exception of the day (Usually the 1st Thursday) which coincides with the regular meeting of the Township Council each month; the workday will be from 8:30 a.m. through 8:00 p.m. with one (1) hour for lunch and one-half (½) hour for dinner. Employees working the “late night” shall be compensated with one half day off from work to occur on a Friday afternoon during the month of the “late night”. Scheduling shall be approved by the Department Head.**
- B. The employer shall compensate each employee with one (1) hour of compensatory time off for each hour worked by the employee in any given week in excess of thirty-five (35) hours and up to forty (40) hours and one and one half (1.5) hour of compensatory time off for each hour worked by the employee in any given week in excess of forty (40) hours providing such overtime shall have been with the authority or approval or at the direction of the immediate supervisor of the employee or the Township Manager.**
- A maximum of twenty (20) hours may be accumulated at any given time and may be carried into the next calendar year.**
- In the event compensatory time due the employee for such overtime between thirty-five (35) and forty (40) hours is not made available prior to the end of**

the calendar year, such time may be accumulated by the employee or paid at one and one-half (1-1/2) times the hourly rate of compensation paid such employee during the year earned.

C. The employer shall compensate each employee for overtime in excess of forty (40) hours at one and one-half (1-1/2) times the hourly rate of compensation paid such employee providing such overtime shall have been with the authority or approval or at the direction of the immediate supervisor of the employee or the Township Manager.

D. Inclement Weather - The Township will allow the use of vacation time or comp time if an employee is unable to report to work due to a snow or ice event. Alternatively, the employee may make up the time lost provided that the time is made up within 7 calendar days, in no less than 2 hour increments which do not include the lunch hour and as approved by the department head. Additionally, the makeup schedule cannot place the employee into an overtime situation of more than 40 hours in one week.

ARTICLE V

SICK LEAVE

A. Service Credit for Sick Leave

- 1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.**
- 2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. The employer has a reasonable expectation that the employee is convalescing and/or seeking medical assistance as opposed to the unrestricted activities associated with time off for vacation , compensatory time or holidays. Both parties to this contract agree that abuse of the sick leave benefit is unacceptable and subject to managerial response.**
Sick leave may also be utilized for short periods because of death in the employee's immediate family as defined below.

B. Amount of Sick Leave

- 1. Sick leave with pay shall accrue to any full time employee on the basis of twelve (12) days per year.**
- 2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.**
- 3. In the event an employee is injured while at work, full salary will be paid without a charge against sick leave, provided the employee is eligible for, and the Township receives, workers' compensation benefits.**

C. Reporting of Absence on Sick Leave

- 1. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified prior to the employees starting time, except in emergencies.**
 - (a) Failure to so notify her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.**
 - (b) Absence without notice for five (5) consecutive days shall constitute a resignation.**

D. Verification of Sick Leave

- 1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.**

The Township may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable.

Abuse of sick leave shall be cause for disciplinary action.
- 2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.**
- 3. The Township 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 Township by a physician of the Township's choice. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.**

E. Payment for Accumulated Sick Leave at Retirement

Full time employees shall be entitled to sick pay retirement benefits of 50 percent of accumulated sick time based on the following schedule:

Maximum Benefit

When employee's age and years of service to the Township added together total 70 years 70 days not to exceed \$10,000

When employee's age and years of service to the Township added together total 75 years 75 days not to exceed \$12,500

When employee's age and years of service to the Township added together total 80 years 80 days not to exceed \$15,000

F. Bereavement Leave

1. In case of death in the immediate family, an employee shall be granted up to three (3) days of leave.
2. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother or sister, father-in-law, mother-in-law, grandparents, sister-in-law and brother-in-law, son-in-law, daughter-in-law, grandchild.
3. Reasonable verification of the event may be required by the Township.

ARTICLE VI

HOLIDAYS

- A. The following thirteen (13 days shall be holidays upon which the public offices of the employer shall be closed and on which the employees shall not be required to work:**

New Year's Day

Labor Day

Martin Luther King's Birthday

***General Election Day**

*** Lincoln's Birthday**

Veteran's Day

Washington's Birthday

Thanksgiving Day

Good Friday

Day after Thanksgiving

Memorial Day

Christmas Day

Independence Day

***Floating Holidays**

- B. Any employee required to work on a holiday shall be paid at an hourly rate of two times (2 x) said employee's regular rate of pay.**

- C. Floating Holidays**

**(1) *Lincoln's Birthday and *Election Day are designated as
floating holidays for all employees.**

**(2) Employees will have the option of taking Lincoln's Birthday
and Election Day as holidays or reporting for a normal work-
day on those dates and taking another day off subject to the
following:**

(a) Sufficient personnel will be available in all departments on Lincoln's Birthday and Election Day to adequately maintain operations on these days.

(b) The day taken in lieu of Lincoln's Birthday or Election Day as a "floating holiday" shall be subject to approval of the department head according to normal procedures for vacation or time off from work.

ARTICLE VII

VACATIONS

A. Vacations for full time employees shall be based upon the following schedule:

After 1st year	2 weeks
January 1st following 3rd year of service	2 weeks plus 1 day
January 1st following the 6th year of service	3 weeks
January 1st following the 13th year of service	4 weeks
January 1st following the 18th year of service	4 weeks plus one (1) additional day for each year served over 18.

B. Employees may carry forward accumulated vacation time not to exceed the total number of days received in the following year, i.e. if an employee has a 1997 vacation allowance of 15 days, an additional 15 days can be carried forward from 1997 for use in 1998.

Any unused vacation in excess of the one year carryover amount shall be forfeited.

C. During the first calendar year of employment, employees shall be eligible for one day of vacation for each full month of service up to a maximum of ten (10) working days.

ARTICLE VIII
INSURANCE

A. Medical Coverage/Prescription Plan

- 1. The Select 10 Plan shall be the base plan for coverage. Employees opting for coverage with premiums exceeding the Select 10 option shall contribute all costs in excess of the Township contribution for the base policy plan.**
- 2. For employees hired prior to 1-1-95:**
 - a) The Township will pay 100% of the premium in 2004.**
 - b) The Township will pay 90% of the premium* for 2005 employee shall pay 10%.**
 - c) The Township will pay 80% of the premium* for 2006 employee shall pay 20%.**
- 3. For employees hired after 1-1-95, the Township will pay 80% of the premium* and employee shall pay 20%.**

***Single coverage premium will be paid in its entirety by the Township.**

- 4. Employees who receive hospital and medical coverage through their spouse's employer may surrender their benefits for cash. The Township will distribute a questionnaire in November and the coverage period will begin the following January 1st. Employees must be able to document their alternate coverage and will not be able to re-enter the Health Insurance Program until the next open enrollment period (November). The Township will provide one-half of the insurance premium savings that it realizes as a result of the employee's action. (Note that the cash payment is taxable). Payments will be made in two installments, April and October.**

B. Dental Benefits

1. The Township will provide payment towards the cost of a dental plan for employees based on the following schedule:
 - a) The maximum premium contribution paid by the Township shall be \$600.00.
 - b) For employees hired after 1-1-2000 including single coverage employees, the premium shall be shared 80/20 with the Township's contribution capped at \$600.

C. Other Insurances

The Township shall continue to provide Group Life Insurance and Long Term Disability Insurance per policy levels in place as of 12-31-2000.

D. Right to Select Carrier

The Township reserves the right to change insurance carriers as long as substantially similar benefits are provided.

ARTICLE IX

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Head of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The moving party shall present the grievance in writing signed by the aggrieved to the Department Head within three (3) working days of the occurrence giving rise to detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

Step Two: If a grievance is not resolved at Step One, the moving party may, within three (3) working days of receipt of the answer in Step One, submit the written grievance to the Township Manager who shall give his answer within three (3) working days of the presentation of the grievance in Step Two.

Step Three: Arbitration

- (a) In the event the grievance has not been resolved at Step Two, the Association may within five (5) working days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association.**
 - (b) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.**
 - (c) The costs of the services of the arbitrator shall be borne equally between the Township and the Association. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.**
 - (d) The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days at the conclusion of the arbitration hearing unless agreed to otherwise by the parties. The decision of the arbitrator shall be final and binding.**
- D. A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall move it to the next step.**

ARTICLE X

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for the injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XI

DISCHARGE AND DISCIPLINE

- A. No permanent employee shall be discharged or suspended or otherwise disciplined without just cause.**
- B. The employer shall notify the Association at the time disciplinary action is taken.**
- C. Employees shall have the right to claim that suspension or discharge was unjustly imposed by submitting such claim to the Township Manager in writing within three (3) working days after the disciplinary action. This shall be the sole method of appeal of disciplinary action. Failure to so appeal shall be admission as to the propriety of the action taken.**

ARTICLE XII

SALARIES

Section 1 – Annual Increases

January 1, 2004 3.75%

January 1, 2005 3.75%

January 1, 2006 3.75%

Section 2 - Merit Stipends

Merit stipends for all members will be as follows: This amount is not built into base salary.

2004	From 0 - \$700.00
2005	From 0 - \$750.00
2006	From 0 - \$800.00

Section 3 - Merit Adjustment to Base

In an effort to attract and retain staff the merit increase or a portion of the increase may be rolled into an employees base in the 2004 and 2005 years. This option is limited to those employees with salaries below the median salary for the group. The decision of the Township Manager shall be final.

Section 4 – Manager’s Authority to Adjust Salaries

The Township Manager shall have the authority to increase individual salaries when in his/her opinion, such an increase is warranted.

Section 5 – Newly Appointed and Recently Promoted Staff

Members hired or promoted after July 1st shall be exempted from the automatic salary adjustment for the following January 1st. The Township may, however, grant said increase based upon a performance evaluation to be conducted by the Department Head and reviewed by the Township Manager. The Township Manager’s decision shall be final.

ARTICLE XIV

EQUAL EMPLOYMENT OPPORTUNITY POLICY

A. It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin, or physical disability unless based upon a bona fide job requirement. Union and Township representatives shall work cooperatively to assure the achievement of equal employment opportunities. Any employee who fails to cooperate to this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance provisions of this contract prior to seeking relief through other channels.

ARTICLE XV

SEPARABILITY AND SAVINGS

A. The Township and the Association recognize the applicability of the Economic Stabilization Program enacted by Congress, authorizing the President to establish controls regarding prices, rents, wages, and salaries and agree to abide fully by its provisions and other applicable present or future Executive Orders or legislation. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1998 or beyond cannot be legally made effective, such increases shall be omitted or proportionally adjusted according to law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI

FULL BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII

TERMINATION

This Agreement shall take effect from January 1, 2004 and shall remain in full force and effect through December 31, 2006, and thereafter from year to year unless either party shall give notice in writing no sooner than one hundred twenty (120) nor later than sixty (60) days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Section.

**RANDOLPH TOWNSHIP MUNICIPAL
CLERICAL ASSOCIATION**

**TOWNSHIP OF RANDOLPH
MORRIS COUNTY, NEW JERSEY**

Donna Luciani, President

John C. Lovell, Township Manager

Date:_____