

AGREEMENT BETWEEN THE TOWNSHIP OF SCOTCH PLAINS AND THE SCOTCH PLAINS PUBLIC WORKS AND RECREATION ASSOCIATION (SPPWRA)

This Agreement made effective January 1, 2017 between the Township of Scotch Plains (Employer) and the Scotch Plains Public Works and Recreation Association (SPPWRA) is for the purpose of covering wages, hours of work, fringe benefits, and finance procedures.

ARTICLE I RECOGNITION

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

ARTICLE II WAGE INCREASES

It is agreed between the employer and the SPPWRA that:

1. Effective January 1, 2017 wage increase shall be as follows:

- a. 01/01/2017 - 2%
- b. 01/01/2018 - 2%
- c. 01/01/2019 - 2%
- d. 01/01/2020 - 2%
- e. 01/01/2021 - 2%

ARTICLE III
UNIFORM ALLOWANCE

1. Employees represented by the SPPWRA, in addition, will receive a supplemental uniform allowance as follows:
 - a. 2017- \$575
 - b. 2018 - \$600
 - c. 2019 - \$625
 - d. 2020 - \$650
 - e. 2021 -\$675

2. Employees on the job must be in appropriate uniforms at all times. Employees must be easily identified as a Township employee from exterior clothing.

ARTICLE IV
GRIEVANCE PROCEDURE

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

Step 1

An employee with a grievance shall first discuss it with his (her) immediate supervisor, either directly or through SPPWRA's designated representative for the purpose of resolving the matter informally. Should the grievance be against the immediate supervisor, the employee may request a joint meeting with the said supervisor and the next in command present. Any decision reached should be confirmed via written documentation.

Step 2

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

grievance, and the aggrieved party wishes to take the grievance further, he shall bypass Step 2 and proceed to Step 3.

Step 3

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

Step 4

The final step is to submit to binding arbitration.

2. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.
3. Any grievance not presented under the grievance procedures described herein within (7) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this agreement unless reasons satisfactory to the Township are given in explanation of failure to present the grievance within such time.

ARTICLE V LONGEVITY

1. Employees represented by the SPPWRA are entitled to a longevity allowance as per the following schedule:
 - a. Following completion of 5 years of service to completion of 10 years of service, 2%.
 - b. Following completion of 10 years of service to completion of 15 years of service, 4%.
 - c. Following completion of 15 years of service to completion of 20 years of service, 6%.
 - d. Following completion of 20 years of service, 8% computed to the first of the month nearest employment anniversary date.
 - e. Following completion of 25 years of service, 9% computed to the first of the month nearest employment anniversary date.
2. Employees hired after January 1, 1996 will not be eligible for longevity payments described in this (her)section.

ARTICLE VI
SICK, VACATION TIME & LIFE INSURANCE

Employees represented by the SPPWRA are entitled to sick and vacation time as set forth below:

1. Paid vacation, as set forth in the salary ordinance. Vacation schedule to follow Scotch Plains Township Schedule.
2. Fifteen (15) days sick leave per annum. Unused sick days in any year will be accumulated as per Salary Ordinance.
3. Contributory life insurance through State plan.
4. Contributory pension through State plan.

ARTICLE VII
UNUSED SICK TIME

1. At the time of separation from service, an employee who has served a minimum of five consecutive years with the Township of Scotch Plains shall be entitled to partial compensation for unused sick leave accumulated during Township employment in accordance with the following schedule: One-third (1/3) day for each day of sick leave accumulated. No terminal leave payment shall be made to Township employees.
2. All SPPWRA employees hired after January 1, 2012 shall be entitled to partial compensation set forth in paragraph 1 of this article except that at no point shall the amount of compensation received exceed \$10,000.
3. Employees who are terminating service by reason of having reached retirement age or by resignation, and have had ten years or more of total service with the Township, and who are on the Township's payroll during the month of January of the retirement or resignation year, shall receive at the time of retirement or resignation full annual vacation and sick leave entitlement that remain unused for that calendar year without regard to the actual date of termination.

ARTICLE VIII
HEALTH, DENTAL AND PRESCRIPTION PLANS

1. HEALTH INSURANCE and PERSCRIPTION - Medical coverage, excluding dental, will be through the State Health Benefits Program or a health plan carrier selected by the Township with substantially similar benefit levels. They employee will have applicable health payments deducted from their pay checks consistent with state guidelines.

2. DENTAL - All employees of the SPPWRA are entitled to a dental plan equivalent to the plan through Horizon Blue Cross that has been in effect since January 1, 2003. The employer will have the right to continue to choose any carrier that provides such equivalent coverage for any Dental insurance coverage.

3. Per July 1, 2015 and the move to the State Health Benefits program:
 - a. Prescription plan is based on the plan of the employees choosing within the State Health Benefits Plan.

4. Employees shall contribute a portion of the premiums for the aforementioned plans as set forth by Chapter 78, P.L., 2011.

ARTICLE IX
BEREAVEMENT LEAVE

Employees can receive up to 3 consecutive calendar days leave of absence for each death of an employee's relative. Bereavement Leave shall not extend beyond 3 consecutive calendar days immediately following the death of a family member. Three days leave of absence will be allowed for a spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, and grandchildren. Two days leave of absence will be allowed for a brother-in-law, sister-in-law, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the bereavement Leave.

ARTICLE X
JURY & MILITARY DUTY

All employees are entitled to pay for time spent for jury duty and pay for time spent on military maneuvers authorized by official orders of Reserve or National Guard unit.

ARTICLE XI
HOLIDAY PAY

Employees receive 14 paid holidays annually for the recognized days listed below with the dates falling in any specific year based upon the National accepted holiday calendar. The holidays that have been established for the length of the contract period are:

New Year's Day
Martin Luther King Day

Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day (General)
Veterans' Day
Thanksgiving Day
1/2 day (day before Christmas)
Christmas Day
1/2 day (day before New Year's Day)

ARTICLE XII PERSONAL LEAVE

SPPWRA members are entitled to four (4) personal days per year. Approval from the Director of Public Property, or the Director of Parks and Recreation, or their authorized agent is required, and 48 hours' notice should be given to the employer prior to the date requested unless emergency circumstances arise. Each employee will receive an additional day off with pay annually for official business purposes with 72 hours' notice required to the respective department head.

ARTICLE XIII WORK HOURS AND OVERTIME

1. Work Week - The work week for SPPWRA employees is defined as 40 hours, Monday through Friday. The work day is defined as from 7:00 a.m. to 3:30 p.m., with 1/2 hour off for lunch.
2. Overtime - Time and a half will be paid for all hours worked over 8 hours in a day and Saturdays. Double time will be paid on Sundays and Holidays. Double time for a Holiday is in addition to the holiday pay received. Emergency call-out will require a guaranteed minimum of three (3) hours.
3. Breaks - Employees are entitled to a ten (10) minute coffee break in the morning and a ten (10) minute coffee break in the afternoon to be taken at the place of work that day. Employees are entitled to a fifteen (15) minute wash-up time prior to lunch at noon and at the end of the regular work day.

ARTICLE XIV
RETIREE HEALTH

There will be a retiree reimbursement program for health insurance costs for retirees that meet certain eligibility requirements. The program will be for any member retiring after January 1, 2005 and will be effective January 1, 2005. The eligibility requirements follow:

1. If a retiree is covered by any other medical insurance from any source, then the Township shall not have any obligation for any reimbursement during such period of this coverage.
2. Any eligibility shall be provided for the retiree, spouse and dependents under the definition of the health program.
3. Any eligible retiree will only continue until the death of the retiree and is not intended for widows, widowers, or any dependents of the retiree.
4. This program is being extended to retirees as long as the Township can obtain such coverage which will be tied into the health insurance for members of the association.
5. Any reimbursement program for eligible retirees ceases at the age of 65 or when Medicare eligibility applies, whichever comes sooner, but there is no type of coverage after 65 years of age.
6. The retiree must have worked for the Township of Scotch Plains for a minimum of 25 years, and must also be at least 55 years of age in order to be eligible for reimbursement for 75% of annual expenses.
7. All retiree health insurance premiums shall be deducted from the pension check.

ARTICE XV
ON-THE-JOB INJURIES

1. Employees of the bargaining unit that incur on-the-job injuries as certified by the Township physician, or other approved physicians, will not be charged any sick time loss or vacation time loss for an injury which requires the employee to remain out of work for less than the seven days (5 working + 2 weekend) waiting period necessary to file a worker's compensation claim.

A total of fifteen (15) working days are allocated per employee for the purpose of covering the five

(5) day waiting period for job related injuries for each given year beginning January 1st through December 31st. These days are an aggregate number of days; maximum number of working days being five (5) per injury.


2. Any employee who incurs an injury on the job which results in absence from work for more than the five days will be allocated up to 35 business days in a calendar year in which the township agrees to pay the difference in pay "Workers Compensation check minus current salary" equals difference in pay. The employee must choose to continue on the Township payroll if he is going to be out for longer than 35 days, or he must choose to withdraw from the Township payroll. If the employee chooses to remain on the Township payroll, checks will be issued by the Township to the employee using sick days first and then vacation days as the applied credit for receiving regular bi-weekly pay until the employee's allotment of these days expires. Worker's compensation checks will then be reimbursed to the Township, and vacation days will be replenished first followed by sick days to the employee based upon the amount of money that is paid by the insurance company for the job incurred injury. At no time is an employee to receive more than their normal daily pay if out on worker's compensation. Once the employee has used up all of their sick and vacation time, the employee will be removed from the Township payroll. Worker's compensation checks will then be paid directly to the employee. In this situation the Township will continue to pay all of the employee benefits while he is out on worker's compensation leave.
3. If the employee chooses to come off the Township payroll prior to using up all his (her) accrued sick and vacation time, worker's compensation checks will be paid directly to the employee. Effective the first of the month following the employee's voluntary withdrawal from the payroll, the employee will be required to reimburse the Township for the cost of his (her) health and dental benefits for the remainder of his (her) worker's compensation leave.
4. If a doctor's note certifies that the employee will return to work between 8 to 10 consecutive calendar days following the date of the injury, the Township will extend the injury days allotted for the injury to a maximum of 8 working days.
5. The Township physician and the Township are the only parties that can make the final determination about the extent of the injuries incurred on the job and any time that might be needed for recovery.
6. Both departments participate in light duty, when available, and the availability of same will be determined by the department.

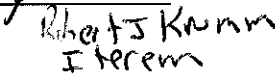
ARTICLE XVI

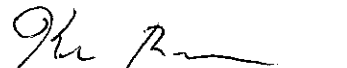
Layoffs and Personnel Policy

1. In the event the Township must implement lay-offs (mandatory reduction in force) for economic and efficiency reasons, all rules and regulations of the New Jersey Civil Service Commission will be followed. In the event lay-offs might be necessary, the Township will make efforts to reinstate the position if and when the economy improves. Employees that are laid off would be given the first opportunity to return if the position is reinstated.
2. Any items that are not specifically included in this agreement shall be governed by the personnel policy of the township.
3. This agreement shall continue in effect until December 31, 2021, upon agreement and approval of both parties.

SCOTCH PLAINS PUBLIC WORKS
AND RECREATION ASSOCIATION


James Scott


Robert J. Krumm
Interim


Kevin Browne


Charles Tripet

TOWNSHIP OF SCOTCH PLAINS


Alexander Mirabella, Municipal Manager

Appendix A

HOURLY WAGE RATES FOR EXISTING SPPWRA EMPLOYEES (A)

Job Title	Yearly Rate (Hourly)				
	2017	2018	2019	2020	2021
Effective January 1st, of each year					
Sr. Pumping Station operator	\$33.86	\$ 34.54	\$ 35.23	\$ 35.93	\$ 36.65
Mechanic Diesel	\$34.07	\$ 34.75	\$ 35.45	\$ 36.16	\$ 36.88
Equipment Operator	\$32.53	\$ 33.18	\$ 33.84	\$ 34.52	\$ 35.21
Tree Worker 3	\$32.53	\$ 33.18	\$ 33.84	\$ 34.52	\$ 35.21
Maintenance Worker Ground 3	\$31.66	\$ 32.29	\$ 32.94	\$ 33.60	\$ 34.27
Sr. Pumping Station Repairer	\$31.66	\$ 32.29	\$ 32.94	\$ 33.60	\$ 34.27
Maintenance Worker Ground 2	\$31.04	\$ 31.66	\$ 32.29	\$ 32.94	\$ 33.60
Public Works Repairer	\$31.04	\$ 31.66	\$ 32.29	\$ 32.94	\$ 33.60
Greenskeeper	\$31.04	\$ 31.66	\$ 32.29	\$ 32.94	\$ 33.60
Motor Broom Driver/Public Works Repairer	\$31.92	\$ 32.56	\$ 33.21	\$ 33.87	\$ 34.55
Pumping Station Operator/Sewer Repairer	\$31.89	\$ 32.53	\$ 33.18	\$ 33.84	\$ 34.52
Asst Greenskeeper	\$30.10	\$ 30.70	\$ 31.32	\$ 31.94	\$ 32.58
Maintenance Repairer	\$31.04	\$ 31.66	\$ 32.29	\$ 32.94	\$ 33.60
Maintenance Worker Grounds 1	\$30.10	\$ 30.70	\$ 31.32	\$ 31.94	\$ 32.58
Tree Maintenance 2	\$30.10	\$ 30.70	\$ 31.32	\$ 31.94	\$ 32.58

Appendix B

HOURLY WAGE RATES FOR EXISTING SPPWRA EMPLOYEES (B)

Job Title	Yearly Rate (Hourly)				
	2017	2018	2019	2020	2021
Effective January 1st, of each year					
Sr. Pump Station Operator	\$ 29.15	\$ 29.73	\$ 30.33	\$ 30.93	\$ 31.55
Mechanic Diesel	\$ 29.15	\$ 29.73	\$ 30.33	\$ 30.93	\$ 31.55
Equipment Operator	\$ 28.33	\$ 28.90	\$ 29.47	\$ 30.06	\$ 30.67
Tree Worker 3	\$ 28.33	\$ 28.90	\$ 29.47	\$ 30.06	\$ 30.67
Maintenance Worker Ground 3	\$ 24.88	\$ 25.38	\$ 25.89	\$ 26.40	\$ 26.93
Sr.Public Works Repairer	\$ 28.33	\$ 28.90	\$ 29.47	\$ 30.06	\$ 30.67
Maintenance Worker Ground 2	\$ 24.04	\$ 24.52	\$ 25.01	\$ 25.51	\$ 26.02
Public Works Repairer	\$ 25.71	\$ 26.22	\$ 26.75	\$ 27.28	\$ 27.83
Greenskeeper	\$ 24.88	\$ 25.38	\$ 25.89	\$ 26.40	\$ 26.93
Motor Broom Driver/ Public Works Repairer	\$ 28.33	\$ 28.90	\$ 29.47	\$ 30.06	\$ 30.67
Pumping Station Operator/ Sewer Repairer	\$ 24.88	\$ 25.38	\$ 25.89	\$ 26.40	\$ 26.93
Asst Greenskeeper	\$ 23.17	\$ 23.63	\$ 24.11	\$ 24.59	\$ 25.08
Maintenance Repairer	\$ 24.88	\$ 25.38	\$ 25.89	\$ 26.40	\$ 26.93
Maintenance Worker Grounds 1	\$ 23.17	\$ 23.63	\$ 24.11	\$ 24.59	\$ 25.08
Tree Maintenance 2	\$ 23.17	\$ 23.63	\$ 24.11	\$ 24.59	\$ 25.08
Labor 1 (DPW) (13-24 months)	\$ 21.44	\$ 21.87	\$ 22.31	\$ 22.75	\$ 23.21
Labor 1 (DPW) (1-12 months)	\$ 17.17	\$ 17.51	\$ 17.86	\$ 18.22	\$ 18.59
Tree Maintenance 1 (13-24 months)	\$ 21.44	\$ 21.87	\$ 22.31	\$ 22.75	\$ 23.21
Tree Maintenance 1 (1-12 months)	\$ 17.17	\$ 17.51	\$ 17.86	\$ 18.22	\$ 18.59