

Revised: December 18, 2003

AGREEMENT

BETWEEN

THE TOWNSHIP OF RARITAN,

HUNTERDON COUNTY, NEW JERSEY

AND

TEAMSTERS LOCAL 469

(WHITE COLLAR BARGAINING UNIT)

JANUARY 1, 2003 TO DECEMBER 31, 2005

LAW OFFICE:

RUDERMAN & GLICKMAN, P. C.
675 Morris Avenue
Suite 100
Springfield, NJ 07081
(973) 467-5111

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PREAMBLE

THIS AGREEMENT, made this ____ day of _____ 2003 between the TOWNSHIP OF RARITAN (hereinafter called the "Township"), and TEAMSTERS LOCAL 469 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter called the "Union") represents the complete and final understanding on all bargainable issues between the Township and the Union;

WHEREAS, the parties have carried on collective negotiations for the purposes of developing a contract governing wages, hours of work, and terms and conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Employees of the Township recognized as being represented by the Union, as follows:

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Union as the exclusive representative for the purposes of collective negotiations with respect to wages, hours of work and other terms and conditions of employment for all White Collar employees employed by the Township, but excluding all other employees including managerial executives, confidential employees, professional employees, police, craftsmen, and supervisors within the meaning of the Act.

ARTICLE II

DUES CHECK OFF

A. The Township agrees, for each of its employees covered by this Agreement, who in writing authorizes the Township to do so, that it will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for each such employee's membership in the Union. Deductions shall be made from the first and second payrolls in each month and initiation fees shall be deducted in four (4) consecutive payroll periods immediately following the completion of the probationary period.

B. The Union dues deducted from an employee's pay will be transmitted to the Secretary Treasurer of Local Union 469 of the Union by check within ten (10) working days after the first period in which deductions are made, and within (10) working days after such deductions are made each month thereafter, and said dues deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.

C. The Union agrees to furnish written authorization in accordance with the State statute (N.J.S.A. 52:14-15.9(e) from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State statute, as well as all other applicable provisions of law pertaining to

dues check off.

D. The Union agrees that it will indemnify and hold harmless the Township against any actions, claims, loss or expenses in any manner resulting from action taken by the Township at the request of the Union under this Article.

E. The Union president shall submit to the Township personnel office a list of names of employees covered by this contract hired on or after the signing of this Agreement who do not become dues-paying members. The Township, in compliance with State law and this Agreement, will deduct from such non-member employees in this bargaining unit, a representation fee equal to eighty-five percent (85%) of the amount set for Union members (this amount will be determined by the Union Treasurer and is to be paid by payroll deduction).

F. The Township shall have no other obligation or liability, financial or otherwise (other than set forth herein), because of the actions arising out of the understanding expressed in the language of this Article. Once the funds deducted are remitted to the Union the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

G. The Union shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or

representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment under this Article.

ARTICLE III

UNION REPRESENTATION

A. Upon notification to and approval by the appropriate supervisor, the privilege of the steward to leave his work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable, will be devoted solely to the proper handling of legitimate Union Business, and will not unduly interfere with the normal working operations of the Township. The Union agrees that it will notify the Township in writing as to the name of the employee designated as steward, and the Union further agrees that the privilege of attending the legitimate Union business during working hours shall not be abused.

B. The Township recognizes the right of the Union to designate job stewards and alternates. A duly authorized representative of the Union designated in writing, after notice to the Township Administrator and Supervisor in Charge during reasonable business hours, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints arising under this Agreement, provided, however, that there is no interruption of the Township's working schedule.

C. The Township will notify the Union in writing of all

promotions, demotions, transfers, suspensions and discharges.

D. The Township will notify the Union a minimum of thirty (30) days prior to a layoff, if possible.

E. The Township will provide the Union with an updated list of covered employees showing name, address, classification, and Social Security number once every month.

F. The Township will notify the Union of additions and deletions to the payroll of covered employees as they occur.

ARTICLE IV

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 Constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations. as it may deem best for the purposes of maintaining order, safety and/or the effective operation of the Township after advance notice thereof to the employees.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees.

7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct 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 right, responsibility and authority under R.S. 40A:1-1 et. seq. or any other national, state, county or local law or regulations.

ARTICLE V

NO STRIKE NO LOCKOUT

A. It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree for the term of this Agreement, that there will not be and that the Union, its officers, members, agents or principals will not engage in, or sanction, strikes, slowdown, job action, mass resignations, mass absenteeism, sick outs, or other similar action which would involve suspension of or interference with normal work performance.

C. The Township shall have the right to discipline or discharge any employee causing a strike, slowdown, or other such interference.

D. In consideration of the foregoing, the Township agrees not to lock-out or cause to be locked out, any employee covered under this provision of this Agreement.

ARTICLE VI

DISCIPLINE AND DISCHARGE

A. The parties agree that nothing herein shall in any way prohibit the Township from discharging or otherwise disciplining any employee covered by this Agreement, regardless of seniority, for just cause. Notice of discharge or suspension shall be served upon the Union at the same time it is served upon the employee involved.

B. In the event that an employee feels that he has been discharged or suspended unjustly, said employee or the Union, shall have the right to file a grievance, which must be in writing, with the Township within five (5) working days from the time of discharge or suspension. Said grievance shall be initiated at the second step of the grievance procedure as herein provided, with a hearing convened within five (5) days. If no grievance is filed within the time period specified, then said discharge or suspension shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

ARTICLE VII

GRIEVANCE PROCEDURE

A. 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 employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. The term "grievance" as used herein means an appeal by the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. No grievance may proceed beyond Step Two herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

D. 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 Union shall institute action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred, in writing, to their Department Head or their designee. The written grievance at this Step shall contain the relevant facts, the applicable section of the Agreement allegedly violated, and the remedy requested by the grievant. The Department Head or their designee will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

Step Two: If the Union wishes to appeal the decision of the Department Head or their designee, such appeal shall be presented in writing to the Township Administrator within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Administrator shall respond, in writing, to the grievance within ten (10) working days of the submission.

Step Three: If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within twenty (20) working days after receipt of the Township Administrator's

response. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.

E. 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. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the Township, the designated Union representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits

prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

ARTICLE VIII

SENIORITY

A. Seniority shall mean a total of all periods of employment within classification covered by this Agreement.

B. An employee shall lose seniority rights for any of the following reasons:

1. Voluntary resignation

2. Discharge for just cause

3. Failure to return to work within five (5) working days after being recalled by registered or certified mail, unless such time is extended by mutual consent of the parties, or unless due to actual illness or accident, in which event consideration will be given as to what extension, if any, will be granted to accept re-employment. (The Township may require substantiating proof of illness or accident) . The employee shall immediately notify the Township of his intent to accept re-employment.

4. Continuous layoff beyond recall period for re-employment outlined in this Agreement.

5. Absence without notice for five (5) or more days.

ARTICLE IX

PROBATIONARY EMPLOYEES

A. New employees will be regarded as probationary for the first ninety (90) days of employment, during which time the Township can reprimand or discharge without being challenged by the Union. This time period may be extended by an additional thirty (30) days upon mutual consent of the parties. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period. After successful completion of their probationary period, the said new employee will be placed on the seniority list retroactive to the first day of work.

ARTICLE X

PROMOTION

A. The Township agrees to give preference for promotion and advancement to the then current employees.

B. If a newly created job or open job within the unit covered by this agreement exists which represents a promotion or advancement for employees covered by this Agreement, such job will be posted on the bulletin board for eleven (11) working days. Such notice shall contain a description of the job and the rate of pay (minimum and maximum where applicable) Employees wishing to bid for said posted jobs shall sign their names to the notice.

C. Following the above prescribed period, the Township shall award the posted job to the most qualified employee as determined solely by the Township who has signed the posting, with the basic requirements needed to perform the work in the new classification. If, in the sole determination of the Township more than one (1) employee is equally qualified, the most senior employee should be given the promotion.

D. If no employee has signed the posting, or if employees who have signed the posting do not possess the basic requirements needed to perform the work in the new classification, the Township shall have the right to transfer

temporarily (provided the Township physically demonstrates its good faith attempt to fill this vacancy), or to hire from the outside to fill such job. Final determination as to which employee, if any, will be awarded the posted job, shall be made by the Township, subject to the grievance and arbitration provisions of this Agreement.

E. A successful bidder shall receive a trial period of ninety (90) days on his new assignment, which may be extended by an additional thirty (30) days upon mutual consent of the parties. During the trial period, the successful bidder shall be compensated by a rate increase equal to one half the difference between his old rate and the rate of the next higher classification for which he had bid. After completion of the trial period, the employee shall be paid at the rate of pay for the provision to which they have been promoted from that day forward.

F. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the trial period, he shall be returned to his former classification and shall assume seniority and pay as though he had never left his old classification. If an employee fails to satisfy the job requirements, he shall be precluded

from bidding or promotion for a period of one year from the date of the last trial period, unless such restriction is relaxed by mutual consent of the parties

ARTICLE XI

HOURS OF WORK AND OVERTIME

A. 1. The Union recognizes the right of the Township to schedule all bargaining unit personnel, except desk operators, to work a thirty-five (35) hour per week shift, with one (1) hour for lunch each day. Normal working hours are an employee's scheduled work period as prescribed by the Township.

2. Desk operators shall work an annual work year of 1,947 hours. The desk operators present work a "6-3", eight (8) hours per day work schedule which includes a one (1) hour paid lunch period. The Township has the right to change the present work schedule upon seven (7) days written notice to the Union.

B. Employees must be present and ready for work at the designated starting time for their operation. Employees must not leave work until their designated quitting time.

C. Overtime is any approved time worked over and above the normal work week. "Time worked" is defined by the Fair Labor Standards Act. If the needs of the Township require work done on an overtime basis, employees may reasonably be required to work beyond the hours normally worked.

D. Overtime must be approved in advance by the employee's department head as necessary within budget constraints except in the case of an emergency as verified by the Township

Administrator.

E. For emergency situations where short notice is given, employees will be expected to work overtime. Refusal to work overtime without valid reason may be cause for disciplinary action.

F. Unauthorized working of overtime may be cause for disciplinary action.

G. 1. a. Employees, except Desk Operators, regularly scheduled to work less than forty (40) hours per week shall receive straight time pay for all overtime performed up to forty (40) hours worked per week.

b. Employees, except Desk Operators, working in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times their base hourly rate of pay for all such hours worked.

2. Desk Operators working in excess of eight (8) hours per day shall be paid at the rate of one and one-half (1-1/2) times their base hour rate for all such hours worked.

3. With respect to Affordable Housing, Planning Board, Municipal Court, Rabies Clinic and any other applicable titles working other than the regular thirty-five (35) hour work week and appointed by an independent board, it is recognized and understood that regularly scheduled meetings, etc. that an employee is required to attend shall be considered part of the

employee's regular work week and the employee shall not be entitled to overtime for attending said meetings, but shall be entitled to the stipend as included in the Township's Salary Ordinance.

H. 1. Employees who perform overtime work will be eligible for compensatory time off on an hour-for-hour basis for all overtime worked up to forty (40) hours worked in a week and at the rate of one and one-half (1-1/2) hours for each hour worked thereafter.

2. Employees who are given compensatory time (time allowed) for overtime work during any given year will not be allowed to accumulate and/or accrue more than forty (40) compensatory time hours, which can be carried over from year to year. In no circumstance can compensatory time be used in conjunction with a vacation.

3. The choice between compensatory time or payment for overtime will be discussed prior (when possible) to the performance of the work by the employee and his/her supervisor. The decision will be based on the best interests and needs of the Township. The supervisor's decision will be final.

4. Compensatory time can only be taken upon prior written approval of the department head.

ARTICLE XII

BULLETIN BOARD

A. The Union shall have the use of a bulletin board on the Township's premises for posting of notices relating to Union meetings, official business, and social functions only.

B. No defamatory or malicious writing of any nature whatsoever shall be placed on the Union bulletin board, and the Union agrees to immediately remove any such defamatory or malicious writings which may be posted.

C. The Union and its representative may schedule the use of Township meeting rooms at all reasonable hours relating to Union business, so long as such meetings take place during non-working hours.

ARTICLE XIII

HOLIDAYS

A. 1. The following days are designated as holidays for all employees covered by this Agreement:

New Year's Day	Columbus Day
President's Day	General Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Labor Day	Christmas Eve
Floater	Christmas Day

2. Employees shall have the option to swap for another day in connection with a listed holiday if everyone agrees to take that day, upon request to and approval of the Township Committee.

B. Employees who do not work on the observed holiday shall receive their regular daily rate of pay.

C. Employees who are required to work on an observed holiday will be paid their regular holiday pay plus payment at their premium rate of pay for all hours actually worked or guaranteed as referred to in Article XI of this Agreement, whichever is greater, (exclusive of any lunch break) on such holiday.

D. Any holiday which falls on Saturday shall be celebrated the preceding Friday and any holiday which falls on Sunday shall be celebrated the following Monday.

ARTICLE XIV

HEALTH INSURANCE

A. The Township agrees to continue and pay for, except as otherwise provided below, all insurance coverages currently in effect upon the signing of this Agreement, for employees, their spouse and dependents, at the same benefit levels enjoyed in the existing medical, dental and prescription drug plan. Effective as soon as possible after the signing of this Agreement, the prescription plan shall be modified to provide for a \$5.00 co-pay for generic prescriptions, \$15.00 co-pay for brand name prescriptions, and \$0.00 co-pay for mail-in order prescriptions.

B. 1. Any employee who retires pursuant to the Public Employee Retirement System after twenty-five (25) years of service credited in the pension fund, with a minimum of twenty (20) years of service with the Township (in any full-time employment capacity whether or not continual service) , or who retires at any point on a disability pension, shall continue to receive all health and medical benefits (including spouse and dependent coverage) provided by the Township for the remainder of his or her life with the premiums to be paid by the Township. Upon the death of the employee, the employee's spouse (and eligible dependents) shall continue to receive all health and medical benefits provided by the Township for the remainder of

the spouse's life with the premiums to be paid by the surviving spouse at the group rate established for other retired employees.

2. Effective upon the signing of this Agreement, all employees, in order to be eligible for the retiree health insurance coverage benefits, must live in the Continental United States.

C. The Township will provide the Union with thirty (30) days advance notice, if possible, of any change in any health insurance carrier.

ARTICLE XV

DEATH IN THE FAMILY

A. Wages up to five (5) days will be paid during the absence from work of permanent full time employees when such absence is caused by the death and attendance at the funeral of mother, father, sister, brother, spouse, children, and up to three (3) days for other relatives such as grandparents, mother-in-law, father-in-law, brother-in-law, and sister-in-law. All days shall be consecutive working days and shall commence between the day of death and the day of the funeral.

B. Funeral leave for part time employees working twenty (20) or more hours a week, shall be in accordance with the above schedule, but on a prorated basis.

ARTICLE XVI

NON-DISCRIMINATION

A. There shall be no discrimination or interference, by the Township or any of its agents against the employees represented by the Union because of any membership or activity in the Union. The Union or any of its members or agents shall not intimidate employees into membership.

B. The Township and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, political affiliation, or liability for service in the armed forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

ARTICLE XVII

JURY DUTY

A. An employee summoned for jury duty shall receive his regular pay from the Township without interruption or deduction for such period. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible or if the employee is excused after 1:30 p.m., except in the cases of emergency.

B. Any payment received for jury duty shall be retained by the employee.

ARTICLE XVIII

SAFETY

A. The Township shall not require, direct, Or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell his supervisor. The supervisor will be responsible for determining whether or not the work can be performed safely. If, in the judgment of the supervisor, the working conditions are unsafe, he shall advise how the work can be performed safely or will stop the work. Normally if the supervisor takes the responsibility and directs the work to continue, the employee shall perform the work subject to the rights under the grievance and arbitration procedure set forth in this Agreement.

B. The Township shall provide all safety equipment necessary for the performance of work required, including but not limited to first aid kits and fire extinguishers. All safety equipment and apparel shall remain on the Township's premises when not in use. The parties agree to establish a safety committee to consist of two Union and two management members. The purpose of the safety committee shall be to recommend to the Township Administrator safety standards and practices to be observed by all parties in connection with work performed by the employees covered under this Agreement.

ARTICLE XIX

LIE DETECTOR TEST

A. The Township shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE XX

JOB DESCRIPTION SHEETS

A. The Township will prepare and make available to the Union Job Description Sheets defining the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement.

B. With respect to any new classification which the parties mutually agree is covered by this Agreement, the Township shall furnish the Union with a statement of the job requirements on the work to be performed for purposes of negotiating a rate of pay at least thirty (30) days before putting same into effect. The Union may recommend changes in the statement of job specifications.

C. If at the end of thirty (30) days the parties have not reached agreement on the rate of pay, the Township may establish the new rate of pay which shall be reasonably related to the job requirements and/or the rate schedules established under this Agreement.

D. The Union may grieve the rate of pay established by the Township solely on the basis of whether or not the newly established rate of pay is reasonably related to the job requirements and/or rate schedules established under this Agreement and the arbitrator's authority shall be limited accordingly.

ARTICLE XXI

MILITARY LEAVE

A. The Township agrees to abide by all applicable provisions of The Universal Military Training and Service Act.

ARTICLE XXIV

COMPENSATION CLAIMS

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided for herein, they may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between their regular pay and any compensation, disability, or other payments received from other sources provided by the Township. At the Township's option, the employee shall either surrender and deliver their entire salary payments, or the Township shall pay the difference.

2. If an employee returns to work from injury leave for less than one (1) year, they may return to injury leave for the same injury for a period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns from injury leave, they shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury leave, they shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Township's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against their accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, they shall be advanced sick time to cover the absence. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an immediate report within forty-eight (48) hours thereof to their immediate superior and the Township Administrator.

D. It is understood that the employee must file an injury report with their immediate superior and Township Administrator so that the Township may file the appropriate Worker's

Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that they are unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

F. If the Township does not accept the Certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

G. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Township appointed physician. Then the Township and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty,

injury leave benefits granted under this Article shall be terminated.

H. If the Township can prove that an employee has abused their privileges under this Article, the employee will be subject to disciplinary action by the Township.

ARTICLE XXIII

LAYOFFS AND RECALL

A. Whenever the Township reduces the work force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, regardless of classification, provided the remaining employees are then qualified or can qualify within the three month notice period to perform the work to be done.

2. Notice of such layoffs will be given at least three months before the scheduled layoff, except in case of emergency.

3. A laid off employee shall have preference for re-employment for a period of two (2) years.

4. The Township shall re-hire laid off employees in the order of greatest employment seniority, provided the employees are then qualified or can qualify to perform the work available within a three month period. Under no circumstances whatsoever shall The Township hire from the open labor market while an employee has an un-expired term of preference for re-employment who is ready, willing and able to be re-employed as provided under the provisions of this Article of the Agreement.

5. Notice of re-employment to an employee who has

been laid off shall be made by registered or certified mail to the last known address of such employee.

B. 1. Whenever an employee is laid off, they shall have the option of being paid for their accumulated sick leave in accordance with Article XXV, Section CS, or leaving their accumulated sick leave "on the books."

2. If the employee chooses to be paid for accumulated sick leave, when and if the employee return, they shall begin without any accumulated sick leave.

3. If the employee chooses to leave their accumulated sick leave "on the books", the employee shall have the right to be paid upon sixty (60) days written notice to the Township.

4. If the employee chooses to leave their accumulated sick leave "on the books", the employee must be paid after remaining on layoff for two (2) years.

ARTICLE XXIV

PERSONAL DAYS

A. 1. Each employee covered by this Agreement may receive three days leave with pay for personal business during each calendar year of this Agreement, which leave shall not be cumulative from year to year.

2. Employees shall not accrue any personal time during their probationary period. Thereafter, for the remainder of the calendar year, personal days shall be prorated on a monthly basis, with employees receiving a minimum of one-half (1/2) personal day, with personal days prorated in one-half (1/2) day increments. After the completion of the remainder of the calendar year in which personal days are prorated, the employee shall be entitled to personal days in accordance with Section A.1.

B. 1. Employees are required to give at least three (3) working days prior notice to the Supervisor of their request for personal leave, except in cases of emergency, and the granting of personal leave shall not interfere with the efficient operation of the Department.

2. Employees shall only be required to give twenty-four (24) hours notice under circumstances, subject to verification, where the employee cannot give at least three (3)

working days notice as required above. Such personal leave requests are subject to the approval of the employee's supervisor.

C. Personal days for part time employees working twenty (20) or more hours a week, shall be in accordance with the above schedule, but on a prorated basis.

ARTICLE XXV

SICK LEAVE

A. Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family ill requiring care or attendance of such employee.

B. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.

C. Sick leave shall be earned in the following manner:

1. One (1) day for each full month of service with the Township during the first year of employment, however, it is agreed that no sick time may be taken during the probationary period.

2. Fifteen days per year for each year of service with the Township thereafter, beginning with the second year of employment.

3. Sick leave for part time employees working twenty (20) or more hours a week, shall be in accordance with the above schedule, but on a prorated basis.

4. Sick leave entitlement shall be cumulative from year to year.

5. Upon separation from the employ of the Township, except in the case of a firing which is upheld per this Agreement, death or layoff, all employees are entitled to receive a twenty-five percent (25%) maximum of 200 unused sick days in a dollar payment upon separation. There shall be a thirty-five percent (35%) maximum of 200 days unused sick days paid in a dollar amount upon retirement.

D. Any employee who is absent on sick leave for five or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The Township may require any employee who has been absent because of personal illness for any period of time, as a condition of his return to work, to be examined by a physician at the expense of the Township.

E. There will be a buy-back option at the end of each year of twenty (20) days at twenty-five percent (25%) of the applicable per diem rate. Buy back requests shall be submitted by December 1.

F. Permanent employees who become pregnant are entitled to continue their employment as long as they are able to perform their duties. Maternity leaves shall begin and end in accordance with the written certification of the employee's physician

regarding ability to work. The ultimate authority to grant extensions of paid leave shall remain in the discretion of the Township Committee in accordance with past practice.

G. In the event an employee uses all sick leave currently available, the employee may request an extension of paid sick leave, giving at least twenty-one (21) days notice. In order to be eligible for extended paid sick leave, the employee must have first exhausted their accumulated contractual time off (i.e. vacation leave, personal leave, etc.). The employee must submit the appropriate form to the Township Administrator containing information about the employee's sick leave history. The Township Administrator may recommend, to the Township Committee, an extension of paid sick leave based upon all of the following factors:

1. Nature of the incident.
2. Overall sick leave record.
3. Employee's attendance record.
4. Employee's work performance.
5. Availability of unused sick days in prior years.

The Township Committee will grant extensions on a case-by-case basis only. A decision to grant an extension to an employee shall not constitute precedence.

ARTICLE XXVI

PENSIONS

A. The Township shall enroll all eligible employees covered by this Agreement under the Public Employment Retirement System upon satisfactory completion of the probationary period.

ARTICLE XXVII

PAY DAY

A. Employees will be paid by check bi-weekly. Employees will be paid during working hours. When payday falls on a holiday, the preceding day will be payday.

ARTICLE XXVIII

SANITARY CONDITIONS

A. The Township agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities.

ARTICLE XXIX

UNPAID LEAVE

A. Employees covered by this Agreement may be granted a leave of absence without pay with the approval of the Township for up to a three month period which may be extended up to a maximum of one year. Each case is considered on its merit and does not set precedent. Leaves may be requested for:

1. Temporary incapacity

2. Because the employee is entering upon a course of training for the purpose of improving the quality of his service to the Township or of fitting himself for promotion.

3. Because of extraordinary reasons, sufficient in the opinion of the Township Committee and the Township Administrator, to warrant a leave of absence.

B. Failure on the part of an individual to report within fifteen (15) days following the expiration date of a leave of absence, except for valid reasons submitted in advance, will be cause for dismissal.

C. Informal leaves of absence without pay, not exceeding five (5) working days in a thirty (30) day period, may be granted at the discretion of the Department Head.

D. The employee will retain membership in the Township Health Plan through the months in which an employee's authorized

leave of absence without pay is authorized. The employee is responsible to pay for the full cost of those benefits including the portion normally paid for by the Township.

E. It is the employee's responsibility to arrange with the Township to pay for the benefits (such as health insurance, pension coverage, etc.) which the employee wishes to continue while on leave of absence.

F. Other benefits, e.g. vacation, holidays, sick leave etc. will cease to accrue upon the beginning of the leave of absence. No employee may accrue any of these types of benefits while on unpaid leave of absence. After the expiration of the leave of absence, said benefits will accrue again.

ARTICLE XXX

SALARIES AND WAGES

A. Effective retroactive to January 2003, salary adjustments shall be made in accordance with the attached Schedule A.

B. Effective retroactive to January 1, 2003, the starting salaries for police dispatchers shall be increased to twenty-five thousand (\$25,000.00) dollars.

C. 1. Effective January 1, 2003, all full-time employees shall receive a three percent (3.0%) salary increase over their 2002 base salary plus any adjustments made pursuant to Section A above.

2. Effective January 1, 2003, all part-time employees shall receive an increase of three (3.0%) percent over their 2002 hourly rate plus any adjustments made pursuant to Section A above.

D. 1. Effective January 1, 2004, all full-time employees shall receive a four percent (4.0%) salary increase over their 2003 base salary plus any adjustments made pursuant to Section A above.

2. Effective January 1, 2004, all part-time employees shall receive an increase of four (4.0%) percent over their 2003 hourly rate plus any adjustments made pursuant to

Section A above.

E. 1. Effective January 1, 2005, all full-time employees shall receive a four percent (4.0%) salary increase over their 2004 base salary plus any adjustments made pursuant to Section A above.

2. Effective January 1, 2005, all part-time employees shall receive an increase of four (4.0%) percent over their 2004 hourly rate plus any adjustments made pursuant to Section A above.

F. Employees hired on or after January 1, 2000 shall be entitled to the respective salary increases listed above only after completion of one (1) full year of employment.

ARTICLE XXXI

LONGEVITY

A. The Township agrees to pay on the anniversary date of hire the following longevity schedule:

<u>COMPLETION OF YEARS OF SERVICE</u>	<u>LONGEVITY</u>
5 YEARS	\$1,000
8 YEARS	\$1,500
10 YEARS	\$2,000
13 YEARS	\$2,500
15 YEARS	\$3,000

B. Said payment shall be added to the base wages and paid pro rata in the regular paychecks.

ARTICLE XXXII

UNIFORMS

A. The Assistant Assessor, Building Inspector, Electrical Inspector, Senior Engineering Assistant, Fire Prevention Inspector and Engineering Aide/Inspector shall receive a uniform allowance of \$375.00.

B. The civilian police desk operators shall continue to have their uniforms and cleaning thereof supplied by the Township.

ARTICLE XXXIII

SAVINGS CLAUSE

A. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or circumstances shall not be affected thereby.

B. If any such provisions are invalid, the Township and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXXIV

TRAINING AND TUITION REIMBURSEMENT

A. The Township has a policy of encouraging self improvement and shall support a training assistance program for its employees based on job related requirements.

B. Employee requests for tuition reimbursement must be submitted for approval to the department head to determine job relevancy and availability of funds. All requests for training and reimbursement must be approved by the Township Administrator prior to employee enrollment in any course of program.

C. Employee requests for training courses or seminars, which are substantially pertinent to job content and duties, must be approved by the Township Administrator prior to enrollment in the training course if the cost exceeds \$500.00. The Township shall pay the fee for such courses directly to the institution.

D. The Township shall pay the fee for the grant or renewal of any special licenses, which the employee is required by law to have in the performance of the duties and responsibilities specified in the job classification.

E. When using one's personal vehicle for Township business, the Township shall reimburse the employee in accordance with IRS mileage.

ARTICLE XXXV

VACATIONS

A. 1. All permanent full time employees covered by this Agreement hired before January 1, 2000, are authorized an annual vacation with pay which shall accrue to said employee on the following:

After 6 months	-	5 days
After one year	-	10 days
After five years	-	15 days
After ten years	-	20 days
After fifteen years	-	20 days plus 1 day for each year beyond fifteen (15) years, up to a maximum of twenty-five (25) days.

2. Effective January 1, 2003, all permanent full time employees covered by this Agreement hired on or after January 1, 2000, are authorized an annual vacation with pay which shall accrue to said employee on the following:

After one year	-	7 days
After two years	-	10 days
After seven years	-	15 days
After fifteen years	-	20 days

B. The vacation schedule for part time employees working twenty (20) or more hours a week, shall be in accordance with the above schedule, but on a prorated basis.

C. For the purpose of computing vacation entitlement seven (7) hours at the employee's regular straight time hourly

rate of pay shall constitute a working day, except for desk operators, whose vacation entitlement shall be computed by using eight (8) hours.

D. Employees shall be allowed to carry over 1/2 their vacation to their following year only, and then only with the authorization of the department head and only because Township business has prevented the employee from utilizing his or her vacation entitlement in the preceding year.

E. Employees shall receive vacation pay in advance of their vacation provided they furnish the Township with written request for same at least two weeks in advance of their scheduled vacation.

F. In the event a holiday falls during an employees vacation period, such employee shall enjoy an additional vacation day with pay at a mutually agreed upon time. Vacations may be taken throughout the calendar year.

G. In the case of discharge, dismissal, or voluntary leaving the Township employment, the employees vacation shall be prorated from the first of the year. In the event of an employees death, unused vacation for the year shall be paid to his/her estate.

H. Employees may request a change in their vacation schedule by submitting a request to the department head at least five (5) days in advance of their scheduled vacation.

I. In the event of a death in the employees family while an employee is on vacation, the employee may reschedule their vacation.

J. Vacation may be taken in single days.

ARTICLE XXXVI

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both

parties.

E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Union and the Township, for the life of this Agreement, hereby waive any rights to request or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE XXXVII

DURATION OF AGREEMENT

A. The provisions of this Agreement shall become effective on January 1, 2003 and shall continue in full force and effect until December 31, 2005 both dates inclusive. The provisions of this Agreement shall be applicable only to those employees in the employ of the Township on the date this Agreement and all future employees employed by the Township in the job classifications covered by this Agreement.

B. Unless one party hereto gives notice to the other party in writing at least (60) days prior to December 31, 2005 this Agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives the other party a written notice of its intent to terminate, modify or amend said Agreement at least sixty (60) days prior to any anniversary of the original expiration date.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives this _____ day of _____, 2003.

ATTEST:

TOWNSHIP OF RARITAN

ATTEST:

TEAMSTER LOCAL 469

INTERNATIONAL REPRESENTATIVE

**2003-2005 TEAMSTERS WHITE COLLAR SALARIES AND COMPENSATION
TOWNSHIP PAY ADJUSTMENT PROPOSAL DETAIL 6/4/03
REVISED 6/25/03**

<u>Name</u>	<u>Title</u>	<u>Adj.</u>	<u>Adj.</u>	<u>Adj.</u>
Abrams	Fire Prevention Inspector			
Arduini	Assessing Clerk	750	750	750
Bell	Engineering Aide/Inspector			
Blanchard	Viol. Clerk/Depty. Crt. Admin.			
Buchanan	Electrical Inspector			
Deremer	Adm. Secretary (to 2/4/03)			
(1) Good	Civilian Police Desk Operator	2,855		
Griffin	Depty. Crt. Admin.			
Hamilton	Executive Secretary			
Kopp	Assistant Tax Collector	750	750	750
Krieger	Construct. Control Person	750	750	750
Kusant	Registrar	300	300	300
Parker	Adm. Secretary (hired 7/10/03)			
Pitchford	Clerk Typist, PT to 7/18/03 Viol. Clerk/Depty. Crt. Adm. eff. 7/21/03			
Seckrettar	Building Inspector			
Simon	Clerk Typist, PT to 7/18/03 Position to full time 7/21/03			
Srubjan	Administrative Secretary	750	750	750
Stockelberg	Const. Office Coord./Secy.	750	750	750
Stymiest	Sr. Engineering Asst.			
Walen	Executive Secretary			
Ward	Asst. Tax Assessor (hired 3/3/03)			
Whiting	Adm. Sec./Depty. Registrar	500	500	500
Yeske	Planner/Plng. Bd. Sec'y.	500	500	500
23	Total	7,905	5,050	5,050
	Without Desk Operator	5,050		

(1) Amount required to bring salary to \$25,000 as agreed to for 2003.