

AGREEMENT
BETWEEN
THE TOWNSHIP OF WAYNE
AND
PRIMARY LEVEL SUPERVISOR'S ASSOCIATION

JANUARY 1, 2006 - DECEMBER 31, 2009

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AGREEMENT

THIS AGREEMENT, made this 7th day of December, 2006 by and between the TOWNSHIP OF WAYNE hereinafter referred to as Township, and Wayne Township Primary Level Supervisors Association, hereinafter referred to as "Association", which has as their purpose the promotion of harmonious relations between the Township and the Association and the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other terms and conditions of employment, mutually agree as follows:

ARTICLE I DEFINITION OF TERMS

The term "Employer" refers to the Township of Wayne, a municipal employer as defined in Public Employees Statutes of New Jersey. The term "Employee" shall include all Primary Level Supervisory personnel within the bargaining unit as specified in Schedule A of this contract.

The term "Association" shall refer to Wayne Township Primary Level Supervisors Association.

The term "Administration" shall be construed to mean the Office of the Business Administrator and/or the Office of the Mayor.

The term "Emergency" is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy as may be designated by the Administration and/or Department Head in order to achieve more effective operations.

**ARTICLE II
RECOGNITION**

SECTION 1 - ASSOCIATION RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining agent for the Primary Supervisory personnel, as shown on the attached Schedule A annexed hereto, for the purpose of establishing salaries, wages, hours and other terms and conditions of employment and for such additional classifications as the parties may later agree to include.

SECTION 2 - EMPLOYER RECOGNITION

The Association recognizes that the Employer is a public benefit corporation that it was created and exists by virtue of statutory enactment, that it is in the nature of a political subdivision, and that its operations are for the public benefit. By reason thereof, the Association acknowledges that the power of the Employer to enter into this Agreement or any of the provisions thereof is or may be subject to legal limitations, and, in the event all or any part of this Agreement contravenes any statutory or legal requirement or exceeds the lawful powers of the Employer, then, to the extent of such contravention, this Agreement or such of its provisions as are legally objectionable shall be null and void. The parties mutually agree that the nullity of any provision shall not void the remainder of this Agreement, provided, however, that such provisions can be severed from the Agreement without substantially affecting the whole thereof.

ARTICLE III
RIGHTS

SECTION 1 - EMPLOYEES' RIGHTS

To insure that individual rights of employees in this bargaining unit are not violated, the following shall represent the Employees' Bill of Rights:

- A. An employee shall be entitled to Association representation at each and every step of the grievance procedures set forth in this Agreement.
- B. An employee shall be entitled to Association representation at each stage of the disciplinary proceeding set forth in this Agreement.
- C. No employee shall be required by the Employer to submit to an interrogation before or after charges have been served unless he or she is afforded the opportunity of having an Association representative present.
- D. No recording devices of any kind shall be used during such interrogation unless the Association employee, and the Township are made aware of the fact prior to such interrogation and agree to same.
- E. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty.
- F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly, that may adversely affect his or her hours, wages, position or working conditions as the result of the exercise of his or her rights under this Agreement.

- G. The personnel files located in Personnel Office are the only official files. Upon request all employees shall have access to their own personnel file during working hours. Prior to examination of the personnel file by the employee all documents shall be sequentially numbered and upon examination they will be initialed and dated by the employee to indicate that the personnel file has been reviewed.
- H. No new materials shall be inserted in an employee's personnel file without such material being submitted first to the employee, and any such new material or changes in the present contents of the employee's personnel file shall be subject to challenge or to the process of the grievance procedure. Employees shall have the right to insert a written response to any material in his/her personnel file.
- I. The signature affixed to any document does not indicate, in any way, that the employee agrees with the content, but only that the document has been reviewed in accordance with the contractual agreement between the Township and the Association.
- J. After a three (3) year period from the date of the issuance of a warning, the warning form shall be removed from the employee's personnel file conditioned upon written request from the employee and no further warnings having been issued to the employee during that three-year period.
- K. The Association's officers will have access to payroll records upon written request.

SECTION 2 - EMPLOYER 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. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by 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 introduce and use new and improved methods and equipment, to contract out for goods and services, 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. We recognize the right of the Township to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Township after five (5) days advance notice thereof to the Employee and to require compliance by the Employee.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
 5. The Township may establish the initial salary for new classifications within the Association and in the event the parties to this Agreement agree that such classifications are to be covered under this agreement, the Association may then negotiate for employees in such classifications in accordance with the provisions of Job Descriptions of this Agreement. In the event the parties do not agree that such new classifications are to be covered by this Agreement, the matter will be determined by the Public Employment Relations Commission.
 6. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.
 7. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the 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 rights, responsibilities and authority under Title 40A New Jersey Statute or any other national, state, county or local laws or regulation.

**ARTICLE IV
DUES AND FEES**

SECTION 1 - DUES

Upon receipt of an authorized assignment from a member of the bargaining unit, the Employer shall deduct from the employee's wages twice per month a sum equal to one-half (1/2) of such employee's monthly association membership dues, as established in accordance with the by-laws and constitution of the Association. The aggregated deductions of all employees shall be remitted to the Treasurer of the Association together with the list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions are made and/or by agreement between the Association and the Township Treasurer.

SECTION 2

- A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) working days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll

deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Association membership dues, fees, and assessments as certified to the employer by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Employer.

- B. The Association agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, losses or expenses in any matter resulting from action taken by the Township at the request of the Association under this Article.
- C. A computer printout of all employees in the bargaining unit, including name, grade, title, and department, shall be given to the Association's President annually or upon written request.

**ARTICLE V
WORK STOPPAGES**

SECTION 1 - GENERAL STATEMENT

It is agreed that during the term of this Agreement, neither the Association, its officers or members, shall instigate, call, sanction, condone or participate in any strikes, slowdown, stoppage of work, boycott and picketing or willful interference with production,

transportation or distribution, and that there shall be no lockout of employees by the Employer.

SECTION 2 - ASSOCIATION RESPONSIBILITY

In the event that any of the employees violate the provisions of the above paragraph, the Association shall immediately order any of its members who participate in such action back to their jobs, forward copies of such orders to the Employer, and use every means at its disposal to influence the employees to return to work.

SECTION 3 - FAILURE TO RETURN TO WORK

Any employee failing to report back to work within twenty-four (24) hours after Association has been notified of non-participation of the strike, slowdown, stoppage, boycott or picketing or failing to cease engaging in any such conduct will be subject to discipline of the Employer.

**ARTICLE VI
SALARIES, HOURS OF WORK, OVERTIME, LONGEVITY**

SECTION 1 - SALARY

- A. The term of this Agreement shall be from January 1, 2006 through December 31, 2009.
- B. Employees covered by this agreement shall be categorized in grades as set forth in Schedule A annexed hereto.
- C. Employees covered by this Agreement shall receive salary increases based on their regular salary as follows:
 - 1. Effective January 1, 2006 - 4%
 - 2. Effective January 1, 2007 - 3.75%
 - 3. Effective January 1, 2008 - 3.5%
 - 4. Effective January 1, 2009 - 3.5%

When necessary the maximum will be increased as required to maintain all salaries within the guides. The minimum and maximum of the salary guide shall be increased as indicated on Schedule B attached hereto.

- D. Employees who are required by the Township to obtain a license to perform duties that are beyond the scope of the duties described in the employee's job description shall, upon the issuance of said license by the licensing authority, receive an annual stipend of \$500.00 per license.
- E. No salary of any employee of the Township shall be decreased by reason of the fact that his/her salary is above the maximum salary of the position classification to which he/she has been involuntarily assigned.
- F. New employee shall be subject to a six (6) month probationary period with no further extension allowed. During probation the member may not apply for a transfer or a new position. Termination during this probationary period is not subject to grievance procedure.
- G. All newly hired employees, who are serving their probationary period shall not be entitled to paid vacation, sick day allowance, and/or personal days until they have successfully completed their six (6) month probationary period. However, they shall accrue vacation and sick/personal time allowance from the date of hire but shall not be entitled to compensation for vacation and/or sick/personal time allowance until they have successfully completed their six (6) month probationary period. There shall be no retroactive compensation for any vacation, sick/personal time

used during the probationary period.

- H. A new employee who voluntarily leaves his/her employment with the Township prior to completing his/her probationary period shall reimburse to the Township all costs associated with his/her pre-employment physical.
- I. After the completion of one (1) year's employment new employees shall receive the full annual contract raise or the lowest level as indicated on the current year's salary guide, whichever is higher. Adjustment in salary can be made prior to the employee completing one (1) full year of service. Thereafter, the anniversary date shall then become January 1st and the employee's salary will then be increased as per the Association's contract. When prior experience is given consideration at the time of hire or prior to completing one (1) full year, said prior experience adjustment shall be so indicated on the individual's status form.

SECTION 2 - HOURS OF WORK

- A. The workweek schedule shall consist of five (5) consecutive days and shall total thirty-five (35) hours.
- B. Lunch periods shall be one (1) hour.
- C. The regular starting time of a work shift will not be changed without reasonable notice to the affected employees and not without first having discussed such change, and the need for same, with representatives of the Association, except as to such requirements as may, in the judgment of the Administration, be necessary for the effective operation of the Department in a period of emergency. The determination of the existence of such an

emergency shall be within the full discretion of the Employer and shall not be subject to any grievance as hereinafter set out.

The regularly scheduled hours of work shall be 8:30 a.m. to 4:30 p.m. except as follows:

Garage		7 a.m. - 3 p.m.
Sewer Plant	1st Shift	7 a.m. - 3 p.m.
	2 nd Shift	3 p.m. - 1 p.m.
	3 rd Shift	11 p.m. - 7 a.m.

Additional hours of work may be added with the consent of both parties.

D. Flextime, should the need arise, shall be as agreed to by both parties.

SECTION 3 - OVERTIME

Call In Compensation (Non-Exempt)

- A. All non-exempt employees shall receive call-in pay for time not contiguous to their regular shift with a minimum of four (4) hours pay at the following rates:
1. Weekdays - straight time, unless employees hours exceed 40 hours in workweek, then the weekday hours over 40 hours shall be paid at time and one-half.
 2. Saturdays - time and one-half.
 3. Sundays - double-time.
 4. Holidays - triple time, inclusive of the holiday pay.
- B. When overtime and/or emergency callout is billable to an outside entity, the time worked in excess of 35 hours in a workweek shall be compensated at one and one-half times (1 ½) the employee's

regular rate of pay. The Township shall determine when this time is billable.

SECTION 4 - DUTY OFFICER

- A. The Township shall maintain a duty officer list of eligible employees as determined by the Association, with consent of the Township.
- B. The weekly rotation of employees performing the function of Duty Officer shall be established by a random drawing of eligible names covering a fifty-two (52) week period of time.
- C. The drawing shall be conducted by two (2) Association officers or designees. The established list may only be changed in case of emergency. It shall be the responsibility of the employee to arrange for a substitute and to notify the appropriate Township personnel of the change. Failure to do so may result in disciplinary action.
- D. Eligible "Duty Officer" employees shall receive a \$1,600 stipend each year that they remain on the list. Only those employees delineated on SCHEDULE D of the Duty Officer List shall receive this stipend. (Schedule D attached)

SECTION 5 WPCP OPERATIONS/MAINTENANCE CALL

- A. Eligible "Operations Call" employees shall receive a \$1,000.00 stipend each year that they remain on the list. See Schedule E, Section A.
- B. Eligible "Maintenance Call" employees shall receive a \$1,600.00 stipend each year that they remain on the list: (See Schedule E,

Section B.)

- C. In the event an "Operations or maintenance call" employee is added or removed from the list, the stipend shall be prorated for the portion served.

SECTION 6- SHIFT DIFFERENTIAL

- A. Employees shall receive five percent (5%) above their base pay for second shift and ten percent (10%) for third shift.

SECTION 7 - VEHICLE REIMBURSEMENT

- A. Any employee who, with authorization of his/her Department Head, uses his/her personal vehicle on Township business shall be entitled to mileage reimbursement at the maximum rate permitted by the Internal Revenue Service.

SECTION 8 - LONGEVITY BENEFITS

- A. Each full time permanent employee covered by this agreement, hired prior to January 1, 1977, shall receive longevity compensation in addition to their salary, as set forth in Chapter 4, Section 4-72(D) of the Code of the Township of Wayne. In accordance with the following schedule:

5-10 years of service	3 percent
11-15 years of service	6 percent
16-20 years of service	8 percent
21 or more years of service	10 percent

Longevity shall be in addition to salary and not restricted by the

Salary and Wage portion of this agreement. Any employee hired after January 1, 1977 shall not be eligible for longevity benefits.

- B. Effective December 7th, 2006 any member employed prior to December 7th, 2006 having served or upon serving twenty (20) years (consecutively from date of hire) with the Township shall receive a one time increase of five hundred (\$500.00) dollars to their base pay. No payments shall be retroactive.

**ARTICLE VII
HOLIDAYS**

- A. The official Holidays with pay which are observed by the Township are as follows:

New Year's Day

Martin Luther King's Birthday Observed

Lincoln's Birthday

Washington's Birthday Observed

Good Friday

Memorial Day Observed

Independence Day

Labor Day

Columbus Day Observed

General Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

- B. If a holiday falls on a Saturday, the preceding Friday shall be observed. If a holiday falls on a Sunday, the following Monday will be observed.

ARTICLE VIII
SICK LEAVE

SECTION 1 - GENERAL

- A. Sick leave is paid leave that may be granted to each full time employee who is unable through sickness or injury, to perform the duties of his/her position or who is quarantined by a physician because he/she has been exposed to a contagious disease.
- B. Full time employees shall earn sick leave allowance at the rate of 1.33 days per month to a maximum of sixteen (16) days per year. Sick leave can be accumulated without limit during the employee's length of service. Accumulated sick leave may be used by an employee for personal illness, illness in his/her immediate family, which requires his/her attendance upon the ill member, quarantine restrictions, pregnancy or disabling injuries.
- C. Probational employees shall not utilize paid sick leave allowance or personal days until they have successfully completed their six (6) month probationary period. This restriction applies only to those probational employees who are new hires and does not apply to existing Township employees who may be promoted to this Association. When a new employee has completed the six (6) month probationary period, he/she shall receive the allotted sick time retroactively. However, all personal days or sick time used during the probationary period shall be uncompensated and there shall be no retroactive compensation for any such time.

D. In cases of special hardship involving a protracted illness or disability, the Township Council may at the request of the Business Administrator and with the approval of the Mayor, and within the applicable provisions of State statutes, pass a resolution giving the employee a leave of absence with pay for a period in excess of the allowable period set forth in Section 4-73(D)(2) of the Administrative Code.

SECTION 2 - REPORTING OF ABSENCE ON SICK LEAVE

- A. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time.
- B. Failure to so notify his/her supervisor may be justified in extenuating circumstances.
- C. Absence without notice for three (3) or more days or part thereof shall be grounds for immediate dismissal from the Township.

SECTION 3 - VERIFICATION OF SICK LEAVE

- A. The Township has the right to request sick time verification whenever it deems it necessary to do so. However, this shall not be done in an unduly offensive or obtrusive manner.
- B. When, as a condition of his/her return to duty, the Township requires a second opinion for an employee who has been absent because of personal illness, said employee shall be examined, at the expense of the Township, by a physician chosen by the

employee or from a panel of physicians designated by the Township, if necessary. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees. Employees incapable of resuming normal work duties may be retired from employment or transferred to other duties at the discretion of the Administration.

SECTION 4 - PERSONAL DAYS

- A. Each year, three (3) of the sixteen (16) annual sick days may be used in any calendar year as personal days. One (1) of the three personal days may be taken in one-hour increments. Any personal days not used will remain accumulative sick days. The days may be taken with 24 hour notice whenever possible to employees Department/Division Head.
- B. Probational employees shall not utilize paid sick leave allowance or personal days until they have successfully completed their six (6) month probationary period. This restriction applies only to those probational employees who are new hires and does not apply to existing Township employees who may be promoted to this Association. When a new employee has completed the six (6) month probationary period, he/she shall receive the allotted sick time retroactively. However, all personal days or sick time used during the probationary period shall be uncompensated and there shall be no retroactive compensation for any such time.
- C. It is the policy of the Administration that personal days shall not be taken consecutively and not in conjunction with vacation or holidays.

SECTION 5 - OCCUPATIONAL ILLNESS OR ACCIDENT

As set forth in sub-section D (3) of Section 4-73 of the Administrative Code.

SECTION 6 - SEPARATION OF SERVICE - ACCUMULATED SICK TIME PAYMENT

A. All members hired by the Township after December 7, 2006 shall, upon separation from service of the Township for any reason save for cause, having been employed for at least one (1) year and covered by the provisions herein, shall be entitled to payment, at twenty five dollar (\$25), for each accumulated sick day. He/she shall be compensated in cash for the monetary value of his/her accumulated and unused sick time standing to his/her credit at the time of his/her separation from service. In case of an employee's death in the service of the Township, payment shall be made to his/her estate. Payments shall be capped at \$14,000.

B. All members hired by the Township before December 7th, 2006 having five years in the PLSA at the time of retirement shall be eligible, to receive payment for accumulated sick days as follows:

0 - 50	\$25.00
51 - 150	\$50.00
151 - 200	\$75.00
200 +	\$100.00

Any payments under this section shall be capped at \$14,000 (240 days).

**ARTICLE IX
VACATIONS**

A. Full time employees paid on an annual salary basis shall be granted vacation leave, with pay, in accordance with the

following schedule:

1. If an employee is hired before July 1 of the calendar year, the employee shall be entitled to five (5) days vacation for that calendar year. If an employee is hired on or after July 1 of that calendar year, the employee shall be entitled to zero (0) days vacation for that calendar year.
 2. Beginning January 1 of the second calendar year to the completion of five (5) years - ten (10) days;
 3. Start of the 6th year to the completion of the 10th year - fifteen (15) days;
 4. Start of the 11th year to the completion of the 15th year - twenty (20) days;
 5. Employees hired before December 7th, 2006 shall be entitled at the start of their 16th year, to receive one (1) additional day for each year of service in excess of fifteen (15) years to a maximum of twenty-five (25) days vacation.
 6. Employees hired on or after December 7th, 2006 shall only be entitled to the maximum as set forth in #4 above (20 days).
- B. Vacation time should be used within one calendar year.
- C. Anyone who has at least three (3) weeks vacation due for the current calendar year shall be able to carry over to the following year any unused time with written approval of the Department Head. The maximum time carried over shall not exceed 30 days.
- D. Single and one-half day vacations may be taken with approval of employee's supervisor.
- E. In the event of vacation conflicts within a Division, seniority shall prevail.

- F. Vacation leave shall begin to accrue to permanent employees on their first day of service. However, all new probationary employees shall not utilize or be eligible for compensated vacation leave until they have completed a satisfactory probationary period as set forth here. There shall be no retroactive compensation for any time used prior to the expiration of the probationary period.
- G. An employee who is laid off, or separates from the service of the Township for any reason (save for cause) shall be compensated in cash for the monetary value of his/her accumulated and unused vacation time on a prorated monthly basis standing to his/her credit at the time of his/her separation from service, prorated back to date of hire for employees with one (1) year or more service. In the case of retirement, vacation time up to the full year's allotment may be included in the effective date of retirement; if not included, the employee shall be compensated for the unused portion. In case of an employee's death in service, payment shall be made to his/her beneficiaries or estate.

**ARTICLE X
INSURANCE**

SECTION 1 - Insurance for Active Employees

- A. After a 90 day enrollment period, all employees and his/her spouse and/or their eligible dependents covered by this Agreement will be covered by medical insurance, hospital insurance, major medical insurance including medical emergency coverage, prescription plan, and dental insurance. Employees hired before December 7th, 2006

shall be covered by PLSA Plan A, but be permitted to voluntarily switch to PLSA Plan B as per Article X Section 1 G., those hired after December 7th, 2006 shall be covered by PLSA Plan B only and do not have the option of switching. After December 7th, 2006, employees having Plan B at the time they are transferred or promoted into the Association shall remain covered by PLSA Plan B and not have an option to switch plans. These coverages are at no cost to the employee except as described in Article X, Section 1B, F and G. Upon the death of an active employee, who has been employed by the Township for three (3) or more years, all health benefits for spouse and eligible dependents will continue for a period of six (6) months at no cost, at which time the spouse may elect to continue coverages at his/her own expense at the Township group rates under Cobra.

- B. A basic prescription plan shall be provided for each employee hired before December 7th, 2006 and his/her spouse and his/her eligible dependents at a cost of \$1.00 for generic drugs and \$15.00 for non-generic drugs per prescription. Effective January 1, 2007 (after the ninety (90) day enrollment period) the rate becomes \$2.00 generic and \$25.00 non-generic for all employees hired after December 7th, 2006, his/her spouse and his/her eligible dependents.
- C. Effective January 1, 2007 drug prescription co-pays cannot be submitted to major medical for reimbursement nor shall they count toward the major medical deductible.
- D. Each employee shall be reimbursed up to \$150.00 in each calendar year for charges incurred for preventative care, which would

include one physical exam and/or routine immunizations. This coverage shall also be extended to the spouse of the employee.

- E. Each employee shall be reimbursed for the cost of an eye examination with a total cost not to exceed \$50.00 per annum, non-cumulative.
- F. All employees hired on or after January 1, 1998 will be subject to the following medical insurance co-pay:
 - 1. Township will pay 100% of the cost of the employee's life insurance, medical insurance, including dental and prescription, and 50% of the cost of the medical insurance, including dental and prescription, for coverage of the spouse and/or any other eligible dependents.
 - 2. The employee will pay the additional 50% of the cost to cover spouse and/or eligible dependents.
 - 3. Future enrollment of spouse and/or eligible dependents will be allowed on the first day of each quarter.
- G. All members not mandatorily enrolled in PLSA Plan B may voluntarily switch to PLSA Plan B, those subject to co-pay through payroll deduction will not be subject to said co-pay while enrolled in PLSA Plan B. Should any such member switch back to PLSA Plan A during the enrollment period they will be subject to the same co-pay or non co-pay eligibility status as prior to the switch to Plan B. Actual amount of co-pay as set by current contract at the time of the change.
- H. Major Medical Coverage for all employees will have an unlimited dollar amount.

- I. Effective January 1, 2007 prescription point of purchase co-pays are not eligible to be submitted to major medical for reimbursement nor consideration toward the major medical deductible.
- J. Dental coverage is basic coverage up to an annual maximum \$750 for each covered employee, spouse or eligible dependent.
- K. No decrease in benefits or coverage shall be effected without the consent of the Association.
- L. Effective January 1, 2007, all members covered by PLSA Plan A shall have a thirty-six (36) visit per year limit on Chiropractic coverage. All members covered by PLSA Plan B shall continue to have chiropractic limited as specified in the plan.
- M. Effective January 1, 2007, for all members, insurance benefit deductibles (PLSA Plans A and B) shall be on a yearly calendar basis running January 1st to December 31st.
- N. The Township reserves the right to change insurance plans and/or carriers or to self-insure, provided such coverage is equal to or better than existing coverage. In the event the Township decides to make a change, the Association will be notified in advance of such change. If the Association does not agree that equal or better benefits are to be furnished by the Township, a request may be made for the appointment of an arbitrator under the provisions of (Article XIV, Section 3). The arbitration case will be handled on an expedited basis and no change will be made pending receipt of the decision of the arbitrator. Such decision on equality of benefits shall be binding and final between both parties.

- O. Each employee shall be covered by a life insurance policy in amount of one half (1/2) of the employee's salary to a maximum of fifty thousand (\$50,000) dollars that shall be provided to the employee's estate.

SECTION 2 - Retiree Health Benefits

- A. Any employee who is covered by this bargaining unit and who retires from the Township at age **sixty-two (62) or older, with a minimum of fifteen (15) continuous years of service** with the Township shall receive the following benefits for him/herself and spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase major medical coverage and/or the prescription drug plan, if acceptable to the carrier, for his/herself and spouse at his/her expense at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA all benefits shall cease.

- B. Any employee who is covered by this bargaining unit and who retires from the Township **prior to attaining the age of sixty-two (62) with a minimum of twenty-five (25) continuous years of**

service with the Township shall receive the following benefits for him/herself and spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase major medical coverage and/or the prescription drug plan, if acceptable to the carrier, for his/herself and spouse at his/her expense at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA all benefits shall cease.

C. Any employee who was employed by the Township on or before October 31, 2001, and who is covered by this bargaining unit, who retires at age **sixty-two (62) with a minimum of twenty (20) years of continuous service** with the Township shall receive the following benefits for him/herself and spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase dental insurance for his/herself and spouse at his/her expense at the Township group rate.
5. The ability to receive coverage for the retiree, at the

retiree's sole discretion, of either major medical or prescription insurance at the Township's expense. Once the retiree has selected, and has begun to receive, either major medical or prescription coverage the retiree cannot elect to substitute one for the other.

6. The ability to purchase major medical coverage and/or the prescription drug plan, if acceptable to the carrier, for himself/herself and his/her spouse at his/her expense at the Township group rate.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue the coverage at his/her own expense under COBRA. Upon the expiration of COBRA the spouse may elect to continue receiving these same benefits at his/her own expense at the Township group rate.

- D. Any employee who was employed by the Township on or before October 31, 2001, and who is covered by this bargaining unit, who retires at age **sixty-five (65) with a minimum of twenty-five (25) years of continuous service** with the Township shall receive, at no cost to him/herself and his/her spouse, the same health benefits that the employee and spouse received while employed by the Township.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon expiration of COBRA the spouse may elect

to continue receiving these same health benefits at his/her own expense at the Township group rate.

E. Any employee who was employed by the Township on or before October 31, 2001, and who is covered by this bargaining unit, who retires with a **minimum of thirty (30) years of continuous service with the Township, no minimum age**, shall receive, at no cost to him/herself and his/her spouse, the same health benefits that the employee and spouse received while employed by the Township.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA the spouse may elect to continue receiving these same health benefits at his/her own expense at the Township group rate.

F. Employees subject to co-pay prior to retirement shall not be subject to any co-pay upon retirement.

G. Life insurance in an amount equal to one-half of the employee's annual salary, to a maximum of fifty thousand (\$50,000) dollars at the time of retirement will be continued for the retired employee at no cost to the retired employee.

H. Any retired employee who is insured by the Township must file an Affidavit with the Chief Financial Officer of the Township on January 1st of every year and not later than March 1st that, in

effect he/she has not changed his or her marital status as a retiree. On February 1st, the Township will notify by Certified Mail, those retirees who are delinquent that they have the month of February to file. Failure to file will result in termination of benefits.

- I. Any employee who has retired prior to the execution of this contract and was represented by the Association from January 1, 2001, shall receive, if applicable, the retirement health benefits cited herein and any applicable annual salary adjustments.
- J. Benefits granted at time of retirement for the employee and his/her spouse shall remain in effect for the life of employee and are not subject to reduction or elimination in future negotiations.

**ARTICLE XI
LEAVE OF ABSENCE WITH PAY**

SECTION 1 - BEREAVEMENT LEAVES

Each full time employee covered by this agreement shall be granted time off with pay, not to exceed three (3) days, in the event of a death in his/her immediate family. Upon approval by the Administration, a reasonable extension beyond three (3) days may be allowed where circumstances justify such action. The term "immediate family" as used in this paragraph includes the employee's father or mother; wife or husband; brother or sister; son or daughter; grandmother or grandfather; grandchildren;

mother-in-law or father-in-law; son-in-law or daughter-in-law;
brother-in-law or sister-in-law

SECTION 2 - WORKERS COMPENSATION

As set forth in subsection D(3) of Section 4-73 of the Administrative Code.

SECTION 3 - ASSOCIATION BUSINESS

- A. The Township will grant such time off as is necessary, for Association business as required, with the approval of the Business Administrator. The request shall not be denied unless it interferes with the operation of the Township. This shall apply for the following Association's officials:
1. President/Vice President
 2. Secretary
 3. Negotiating Committee (not to exceed 3 people)
 4. Grievance Committee (not to exceed 3 people)
- B. Should the Association affiliate with a National or International Union, the Employer will grant time off necessary for the elected delegates to attend the International and State Convention. (Not to exceed 3 delegates)

SECTION 4 - EDUCATION ALLOWANCE

- A. Full time employees may be granted skill or professional improvement leave for specific courses of study relating to the work of the Township in which he or she is employed, or leave to attend conferences of professional and similar

associations. Such leave will be granted with full pay upon approval by Department Head or Administration.

SECTION 5 - MILITARY SERVICE

- A. Any full time employee who is a member of the National Guard or Reserve components of the military service of the United States, and is required to perform active duty for training periods, shall be granted a leave of absence with pay for the period of such training. This paid leave of absence shall be in addition to his/her vacation leave and shall not exceed 15 days in any fiscal year.
- B. When an employee has been called to active duty or inducted into the military forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay in accordance with Township Code Chapter 4 Article XX Section 4-73 and any applicable State or Federal statutes.

SECTION 6 - JURY DUTY/ SUBPOENA

- A. Any full time employee who is subpoenaed as witness in a Township - related civil or criminal case or who is called to serve on jury duty, shall be granted paid leave for the period of time in which he/she is officially involved with the court in such capacity.

ARTICLE XII
LEAVE OF ABSENCE WITHOUT PAY

SECTION 1 - GENERAL

- A. A full time employee may be granted leave without pay for a period not exceeding one month during a fiscal year for specific personal reasons, when approved by the Administration. Applications for leave without pay must be submitted in advance, in writing to the employee's Department Head and Business Administrator, showing the employee's reason for requesting such leave and must contain a statement that he/she intends to return to the Township service.
- B. Employees returning from authorized leave of absence will be restored to their original classification at the appropriate rate of pay with no loss of seniority, employee rights, privileges or benefits.

SECTION 2 - MATERNITY

Maternity leave shall be granted for a period of three (3) months, exclusive of accumulated sick and vacation time, provided that the employee has worked for the township for one (1) year prior to commencement of such leave. Such requests shall be made in writing to the department head who shall forward same to the Business Administrator for approval. Such leave shall be without pay, unless accumulated sick and vacation time is applied thereto. Time out on maternity leave qualifies as family and medical leave and will be counted against an employee's twelve-week family/medical leave entitlement under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

ARTICLE XIII
SENIORITY, VACANCIES, LAYOFFS, RECALL & PROMOTIONS

SECTION 1 - SENIORITY

A. Seniority is defined as an employee's total length of full time service with the Township commencing with the employee's latest date of hire.

B. If a question arises concerning two (2) or more employees, who started in the same classification on the same date, the following shall apply.

For employees starting in the same classification, on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name. Where the last names are the same, seniority shall be determined by the first name.

C. The Township shall maintain an accurate seniority roster showing each employee's date of hire and classification. Such lists will be made available to any officer of the Association upon written request. The Township shall promptly advise the Association of any changes, which necessitate amendments to the seniority roster.

SECTION 2 - LOSS OF SENIORITY

A. An employee shall lose his/her seniority for the following reasons:

1. He/She quits;
2. He/She is discharged and the discharge is not reversed;
3. If he/she does not return to work from suspension or lay off.

4. If he/she does not return from sick leave or leave of absence;
5. He/She retires;
6. Employees returning from authorized leaves of absence as set forth in ARTICLE XIII will be restored to their original classification the appropriate rate of pay, employee rights, privileges or benefits.
7. When an employee returns to duty in the same class of position after a separation from the township service for not more than on (1) year, which separation was not due to unsatisfactory performance by said employee, such employee may, upon the recommendation of the Mayor and approval by Council, receive the rate in the compensation schedule corresponding to the rate received at the time of separation.

SECTION 3 - PREFERENCE

- A. In the case of demotions, layoff, recall employees with the greater amount of seniority shall be given preference, all other qualifications and conditions being equal.

SECTION 4 - VACANCIES

- A. In the event a vacancy occurs, a new position is created, or an opportunity for promotion to a higher title within the

bargaining unit occurs, the Association shall be notified in writing of such position's availability including grade, title, salary range, and job requirements.

- B. If no employee covered by the Agreement applies for the position within five (5) workdays of notification, it shall be assumed that no person within the bargaining unit desires such position and the offer may be withdrawn.
- C. The Township shall establish reasonable job descriptions for new positions.
- D. Should there be an interest among the employees in the bargaining unit, then such position shall be filled on the basis of qualifications with job descriptions, except that where more than one employee applies for the position and they are both equally qualified, then seniority shall determine the selection. Where no employee applies for the position which meets the requirements and/or qualifications for the position, it may be filled from outside the Association by a qualified person.
- E. In accordance with the procedures herein above set forth, when an employee is promoted to another classification within the unit, he/she shall be required to undergo a probationary period of 90 days.
- F. If the employee fails the probationary period or decides to relinquish the promotion as described in the previous paragraph, he/she shall be restored to their previous position and salary level and the matter of demotion shall not be subject to the grievance procedure.

- G. The Association will notify an employee of an open classification if this employee is on leave, sick, etc. and not aware of the new opening.

SECTION 5. PROMOTION

- A. In any case where an employee is promoted to a title with a higher compensation range in this bargaining unit, the salary for this employee shall immediately be increased a minimum of 10% over his/her rate received prior to such promotion, or the lowest level as indicated on the current year's salary guide for the position, whichever is greater. The aforementioned increase will be paid to the employee so long as the individual holds the new position. This increase shall be separate and distinct from the annual raise as set forth in Article VI, Section 1, Paragraph C and shall not disqualify the employee from receiving said annual adjustment on the January 1st immediately following the promotion date. In the event the employee is subsequently demoted to a lower position, the increase will be removed.
- B. A current employee promoted into or within the bargaining unit shall be subject to a 90 days probationary period. During probation the member may not apply for a transfer or a new position. Termination during this probationary period is subject to the grievance procedure. If the employee is demoted during the probation period described in the previous paragraph, he/she shall be restored to an available position at their previous salary level and the matter of demotion shall not be subject to the grievance procedure.

C. Employees temporarily assigned by their Department Head or Business Administrator to a higher job title, for a period of ten (10) consecutive days or more, shall be paid 10% over their current rate while the employee serves in such job, retroactive back to the beginning of the applicable ten (10) day period. Employees temporarily assigned to a job opening having a lower wage rate than their own shall not be subject to any wage reduction. He/She shall continue to earn the regular rate of his/her regular title.

SECTION 6- LAY OFF

- A. The term "lay-off" shall mean a reduction in working force.
- B. Seniority shall prevail in case of lay-off as follows: Probationary employees will be laid off first; senior employees will be laid off according to seniority. Senior man shall demote to next appropriate title Classification within his/her respective Association if qualified.
- C. Employees to be laid off for an indefinite period will have at least ten (10) working days notice of lay-off or the Employee shall be paid a two weeks severance. The Association's President shall receive a list from the Township of the employees being laid off on the same date such notices are issued to the employees.

SECTION 7- RECALL PROCEDURE

- A. When the working force is increased after a lay-off, employees will be recalled according to seniority, provided they meet the requirements of the job. Such notice of recall shall be in the

first instance by telephone, then the employee shall be sent notice of such recall by Certified Mail at his/her last known address. If an employee is recalled within six (6) months of his original lay-off date, he/she shall receive all previous benefits, including longevity, where applicable.

- B. If an employee fails to report for work within ten (10) days from the date of receipt of recall notice employee shall be considered to have voluntarily resigned.
- C. Recall rights for an employee shall expire six (6) months from the date of lay-off. Written notice shall be required of such expiration and shall be sent to the Association.

**ARTICLE XIV
SETTLEMENT OF DISPUTES
EMPLOYEE WARNINGS & SETTLEMENT OF DISPUTES**

After a three (3) year period from the date of the issuance of a warning, the warning form may be removed from the employee's personnel file conditioned upon written request from the employee and no further warnings having been issued to the employee during that three-year period.

SECTION 1 - GRIEVANCES

Grievance shall be defined as any dispute or complaint arising between the parties, or out of the employee's employment including the interpretation, application, performance or any alleged breach of this Agreement, except those items specifically excluded in this contract, and shall be processed and settled in the following manner:

SECTION 2 - GRIEVANCE STEPS

STEP I.

An employee who has a grievance may at the time that the grievance occurs or within (10) working days of the occurrence of the grievance notify his/her immediate Division Head of the grievance. Grievance not taken within twenty (20) working days shall be conclusively deemed waived. The employee and the immediate Division Head shall attempt to resolve the grievance at the earliest mutually convenient time and place. The employee has the right to the presence of an authorized Association representative. A reply to a Step One grievance may be oral and shall be given within five (5) working days of the receipt of the grievance. If no reply is received within the period, the grievance shall be deemed denied. If a grievance is not settled or is rejected or is deemed denied by a failure of the immediate Division Head to reply at a Step One level, then the employee or the Association may within ten (10) working days proceed to Step Two. If the employee or Association does not proceed to Step Two within ten (10) working days, the grievance proceedings shall be conclusively deemed waived.

STEP 2.

In the event that the grievance has not been resolved at Step One, the employee or the Association representative shall present the grievance in writing to the Department Head within ten (10) days of the receipt of the Step One response. Within four (4) working days a meeting will be held at a mutually convenient time and place between the Department Head, the employee and the Association Representative. A written decision will be given within four (4) working days of the meeting. If the grievance has not been resolved or if the Department Head has not

responded at Step Two within ten (10) working days of the meeting the employee or Association may within the next ten (10) working days proceed to Step Three. If the employee or Association does not proceed to Step Three within the ten (10) working days, the grievance proceedings will be conclusively deemed waived.

STEP 3.

If the grievance has not been settled, it shall be presented, in writing, by the Association to the Business Administrator, within ten (10) working days of receipt of the response by the Department Head to Step 2. The Business Administrator or his/her designee shall schedule a hearing within ten (10) working days after receipt of the grievance with the President of the Association or authorized representative of the Association, along with the grievant. The Business Administrator or his/her designee shall render an answer in writing to the Association President, with ten (10) working days of such hearing.

STEP 4.

If the grievance is still unsettled, the Association representative may within ten (10) working days after receiving the response from the Administration, by written notice to the Administrator, submit the dispute to arbitration. Pursuant to the rules and regulations of PERC failure to submit shall be deemed waiver of the right to arbitration.

SECTION 3 - ARBITRATION

Should the above procedure fail to produce satisfactory results, it is hereby agreed that a single arbitrator from the Public Employment Relations Commission acceptable to both parties shall be chosen to review the grievance, after which his/her determination concerning same

shall be binding upon both parities. The cost for such arbitration shall be distributed equally between the two parties.

SECTION 4 - MATTERS RELATING TO THE GRIEVANCE PROCEDURE

- A. It is mutually agreed by both parties that no grievance relating to an incident that occurred prior to the execution of this Agreement will be entertained under the provisions of this Agreement.
- B. The Association will notify the Employer, in writing, of the name of not more than three (3) employees who are designated by the association to represent employees under the grievance procedure. With approval or permission of his/her supervisor, the designated representatives shall be permitted to converse with other Association representatives, and employees, or Employer representatives regarding matter of differences during working hours without loss of pay.
- C. The Employer retains all rights not herein expressly amended, modified or otherwise limited and the utilization of any other such right by the Employer shall not be subject to the grievance procedure of this Agreement. This includes all rights under the Public Employment Relations Commission.
- D. The Association shall provide grievance forms in adequate numbers.
- E. The time limits in this procedure may be extended by mutual written agreement.
- F. Any step of this grievance procedure may be by-passed by mutual written agreement.

- G. A grievant must be present at all steps of the grievance procedure to which he/she are parties.

**ARTICLE XV
DISCIPLINE AND DISCHARGE**

SECTION 1 - DISCIPLINE

- A. The procedure for taking action or measures against any employee covered by this Agreement shall be as set forth in the following:
1. A non-disciplinary conference during which the covered member and his/her division or department head meet to discuss the situation. No notes or references to such conference shall be placed in the employee's file.
 2. Disciplinary action or measures shall include verbal warnings, written warnings, demotions, suspensions, and discharge.
 3. Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Where the employer seeks the imposition of a suspension without pay, demotion, removal of duties for disciplinary purposes, or dismissal from service, notice of such discipline shall be made, in writing, and served upon the employee. Discipline shall only be imposed for just cause. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The written notice shall be served upon the employee at the time the discipline is imposed and shall contain a full

description of the specified acts and conduct, including reference to dates, times and places, when relevant. The Association shall be notified in writing of such action within twenty-four (24) hours.

4. An employee shall not be disciplined for acts, which occurred more than sixty (60) days after the Township learns of a punishable act, or identifies the responsible person.
5. A grievance filed as a result of any suspension or termination may be initiated at the third step of the grievance procedure.

**ARTICLE XVI
SAFETY AND HEALTH**

SECTION 1 - TOWNSHIP RESPONSIBILITY

- A. The Employer shall at all times endeavor to maintain safe and healthful working conditions, and provide employees with tools or devices to promote the safety and health of said employees.
- B. An employee has a reasonable right to refuse to perform work, which he/she believes, with reasonable justification, will present a safety and health hazard to such employee. The employee's refusal is at his/her own peril and may, if not justified, subject the employee to discipline, including discharge.

SECTION 2 - USE OF SAFETY EQUIPMENT

Any employee failing to use the safety equipment provided will be subject to disciplinary action, including dismissal.

SECTION 3 - SAFETY SHOES/WINTER JACKETS

Safety shoes and winter jackets shall be provided as needed to those titles listed in the clothing maintenance allowance table.

SECTION 4 - UNIFORMS

Any employee required to wear a uniform for the performance of their job shall have said uniform provided by Township.

SECTION 5 - CLOTHING MAINT. ALLOWANCE

Any employee required to perform field work/inspections as required by their job description, shall receive an annual clothing allowance of six hundred (\$600.00) dollars per year payable by July 1st as specified in Schedule C attached.

**ARTICLE XVII
JOB DESCRIPTIONS**

SECTION 1 - GENERAL

The employer shall maintain a Job Description file for all job titles covered under this agreement. Any changes to such descriptions shall be discussed with the Association. Copies of the Job Description file for all covered job titles shall be available upon written request.

SECTION 2 - NEW JOB TITLES

A. In the event that the Township wishes to establish a new bargaining unit job title or change the duties as described in the generic job description of an existing job title, the Association will be notified, in writing of the new job title. Such notice

will be provided prior to implementation date of the new title, except in case of an emergency. The notice shall contain the new job description and/or the changed generic job description, and the proposed salary range.

- B. If requested by the Association and within ten (10) days of said notification, the Township and the Association shall negotiate the salary range assigned subject to the Public Employment Relations Commission rules and laws governing negotiations.
- C. Should the parties fail to agree on an appropriate salary range for the new or changed job prior to implementation of the title, the Township retains the right to set the initial salary range while continuing negotiations on the subject.
- D. In the event the parties disagree as to where a new or changed job title should be placed in the bargaining unit, the parties retain their rights to pursue settlement of the dispute through procedures established by PERC, or through the contractual grievance procedure, as appropriate.

ARTICLE XVIII
EDUCATION

- A. Educational expenses limited to the course fees and registration fees will be paid for by the Township with the approval of the Department Head, if courses taken directly relate to the individual's position. Travel, housing and meal fees may be reimbursed with prior approval of the Business Administrator.
- B. Full time employees may be granted skill or professional improvement leaves for specific courses of study relating to the

work in which he or she is employed, or leave to attend conferences of professional and similar associations. Such leave may be granted with full pay upon approval by Department Head or Administration.

- C. Continuing Education and license renewals to be paid for by the Township in accordance with above.

**ARTICLE XIX
EQUAL TREATMENT**

The Township and the Association agree that there shall be no discrimination for reasons of sex, nationality, race, color, religion, age, marital status, sexual orientation, political affiliation, or Association membership or non-membership or Association activity or non-activity. The Association agrees to support the Township's efforts to eliminate discrimination and harassment from the workplace. The Association further agrees to support and abide by the Township's policies regarding discrimination and harassment, agreeing that disciplinary action up to and including termination may become necessary.

**ARTICLE XX
PRIOR PRACTICE**

Any prior practice as defined by applicable law presently enjoyed by employees subject to this Agreement, shall be continued during the term of this Agreement.

**ARTICLE XXI
INDEMNITY**

All employees are covered by the Township liability insurance and Township Code Chapter 11A-1 et seq., Defense and Indemnification of Municipal Officers and Employees.

**ARTICLE XXII
MEETINGS**

SECTION 1 - BETWEEN THE TOWNSHIP AND ASSOCIATION

A. 1. Association

Township agrees to permit the Association the use of Council Chambers or Health Center Meeting Room for the purpose of holding the Association's meetings after working hours when no conflicts with previously scheduled meetings exist.

2. Association Board of Directors Meeting

Township agrees to permit the Association the use of the Township facilities for the purpose of meetings to be held by the Board of Directors, said meeting to be held during lunch hours or after normal working hours, providing no conflict with previously scheduled meetings exists.

**ARTICLE XXIII
MISCELLANEOUS**

Bulletin Boards will be made available by the Township for the use of the Association for the purpose of posting Association announcements and other information of a non-controversial nature.

**ARTICLE XXIV
SEVERABILITY**

- A. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. Therefore, the Township and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement.
- C. Should any provisions of this Agreement be held illegal and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that part declared illegal and unenforceable had never been incorporated in this Agreement, and in such form the remainder of the Agreement shall continue to be binding upon the parties hereto.

**ARTICLE XXV
FULLY BARGAINED PROVISIONS**

- 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 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.

- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXVI DURATION

This Agreement shall be effective as of the 1st day of January 2006 and shall remain in full force and effect through the 31st day of December 2009. It shall be automatically renewed unless either party shall notify the other in writing one hundred twenty (120) days prior to the budget submission date that it desires to modify this Agreement. In the event that such notice is given negotiations shall begin not later than one hundred twenty (120) days prior to the budget submission date. This Agreement shall remain in full force and effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the expiration date.

ARTICLE XXVII

CONTRACT

The Township agrees to furnish to the Association twenty-seven (27) copies of this contract. It is understood and agreed that all matters included in the existing contract and not specifically discussed during negotiations shall continue in any new contract that is negotiated and agreed to.

SCHEDULE A

TOWNSHIP OF WAYNE PRIMARY LEVEL SUPERVISORS ASSOCIATION TITLES & GRADES			
P9	DEPUTY TAX COLLECTOR	P9	PLUMBING SUBCODE OFFICIAL
P9	SUPERVISORY NURSE	P9	ELECTRIC SUBCODE OFFICIAL
P9	SENIOR COURT CLERK	P9	ZONING OFFICER
P9	PROGRAMMER	P9	ASSISTANT PLANNER
P9	DIRECTOR OF WELFARE	P9	SYSTEMS ANALYST
P9	SENIOR FIRE INSPECTOR	P9	PLANT MAINTENANCE SUPERVISOR
P9	ASSISTANT BUILDING OFFICIAL	P9	SENIOR POLLUTION OFFICIAL
P9	HOUSING SUBCODE OFFICIAL	P9	PLANT MAINTENANCE ASSISTANT
P9	FIRE SUBCODE OFFICIAL	P9	DEPUTY FIRE OFFICIAL
P9	BUILDING SUBCODE OFFICIAL	P9	LAB SUPERVISOR
P9	PRINTER	P9	SENIOR POLLUTION OPERATOR
P9	CODE OFFICIAL		
P10	CHIEF SANITARIAN	P10	CHIEF INSPECTOR
P10	CHIEF BUILDING INSPECTOR	P10	ASSISTANT DIVISION SUPERINTENDENT
P10	PROJECT MANAGER		
P11	TOWNSHIP SURVEYOR	P11	DEPUTY TAX ASSESSOR
P11	PRINCIPAL ENGINEER	P11	SENIOR PROJECT MANAGER
P11	DIRECTOR OF SAFETY		

SCHEDULE B

MINIMUM & MAXIMUM SALARY GUIDE

GRADE	JANUARY 1, 2006		January 1, 2007		January 1, 2008		January 1, 2009	
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.
P9	\$38,869	\$69,500	\$40,230	\$72,100	\$41,638	\$74,623	\$43,095	\$77,235
P10	\$43,213	\$73,473	\$44,726	\$76,228	\$46,291	\$78,896	\$47,912	\$81,657
P11	\$49,053	\$83,758	\$50,769	\$86,898	\$52,546	\$89,940	\$54,385	\$93,088

When necessary the maximum will be increased as required to maintain all salaries within the guides. Any combination salary for those holding multiple positions shall not affect the maximums.

SCHEDULE C

CLOTHING ALLOWANCE LIST

Senior Fire Inspector
Plant Maintenance Supervisor
Senior Pollution Operator
Senior Pollution Official
Assistant Division Superintendent
Safety Officer
Township Surveyor
Principal Engineer
Construction Subcode Official
Electrical Subcode official
Plumbing Subcode Official
Chief Inspector
Lab Supervisor
Chief Sanitarian

SCHEDULE D

**TOWNSHIP OF WAYNE
PRIMARY LEVEL SUPERVISOR'S
DUTY OFFICER LIST**

Senior Pollution Operator
Township Surveyor
Assistant Division Superintendent
Director of Safety
Principal Engineer
Chief Inspector
Deputy Tax Assessor
Chief Sanitarian

SCHEDULE E

WPCP CALL OUT

Section A:

OPERATIONS:

Assistant Division Superintendent

Section B:

MAINTENANCE:

Plant Maintenance Supervisor

Senior Pollution Operator (2)

Assistant Plant Maintenance Supervisor

Lab Supervisor

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their proper corporate officers and their corporate seals to be affixed the day and year first above written.

ATTEST: TOWNSHIP OF WAYNE PRIMARY
LEVEL SUPERVISORS
ASSOCIATION

REGINA PARKS
SECRETARY

By: _____
ROBERT MONACELLI
PRESIDENT

ATTEST: TOWNSHIP OF WAYNE IN
THE COUNTY OF PASSAIC

KATHERINE T. PUSTERLA
TOWNSHIP CLERK

By: _____
SCOTT T. RUMANA
MAYOR

STATE OF NEW JERSEY)
) SS:
COUNTY OF PASSAIC)

I CERTIFY that on December 7, 2006 Regina Parks personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of the TOWNSHIP OF WAYNE PRIMARY LEVEL SUPERVISORS ASSOCIATION, named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper officer, who is Robert V. Monacelli, President of the Association;

(c) this document was signed and delivered by the Association as its voluntary act duly authorized by a proper resolution of its Municipal Council.

(d) this person knows the proper seal of the Association which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me

the date aforesaid.

STATE OF NEW JERSEY)
) SS:
COUNTY OF PASSAIC)

I CERTIFY that on December 7, 2006 KATHERINE T. PUSTERLA personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Township Clerk of the TOWNSHIP OF WAYNE IN THE COUNTY OF PASSAIC, the corporation named in the attached document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer, who is Judith Orson, the Mayor of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council.

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me

the date aforesaid.

KATHERINE T. PUSTERLA