

Contract
AGREEMENT
BETWEEN
TOWNSHIP OF BARNEGAT
and
AFSCME DISTRICT
COUNCIL 71
LOCAL 3304J

JANUARY 1, 2015

THROUGH

DECEMBER 31, 2019

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TABLE OF CONTENTS

			PAGE
ARTICLE	1	PURPOSE	1
ARTICLE	2	RECOGNITION	1
ARTICLE	3	DUES CHECK OFF AND REPRESENTATION FEE	1
ARTICLE	4	STEWARD	2
ARTICLE	5	SAFETY AND HEALTH	2
ARTICLE	6	DISCRIMINATION AND EQUAL TREATMENT	2
ARTICLE	7	NO STRIKE/NO LOCKOUT	3
ARTICLE	8	PERSONNEL FILES	3
ARTICLE	9	JURY DUTY	3
ARTICLE	10	SENIORITY	3
ARTICLE	11	GRIEVANCE PROCEDURE	4
ARTICLE	12	DISCIPLINE	5
ARTICLE	13	EDUCATION	5
ARTICLE	14	LONGEVITY	6
ARTICLE	15	PERSONAL LEAVE	6
ARTICLE	16	MILEAGE	6
ARTICLE	17	BEREAVEMENT LEAVE	6
ARTICLE	18	HEALTH BENEFITS	7
ARTICLE	19	VACATION	9
ARTICLE	20	HOLIDAYS	10
ARTICLE	21	SICK LEAVE	11
ARTICLE	22	ON THE JOB INJURY/WORKMEN'S COMP	12
ARTICLE	23	HOURS OF WORK/OVERTIME	13
ARTICLE	24	UNION LEAVE	14
ARTICLE	25	PROMOTIONS AND TRANSFERS	14
ARTICLE	26	WAGES	14
ARTICLE	27	MANAGEMENT RIGHTS	15
ARTICLE	28	MISCELLANEOUS	16
ARTICLE	29	DURATION	16

ARTICLE 1: PURPOSE

The purpose of this agreement entered into by the Township Committee, Township of Barnegat, County of Ocean, State of New Jersey and the succeeding body elected by the people of the Township of Barnegat, hereinafter referred to as the “employer”, and the American Federation of State, County and Municipal Employees, Council 71, herein referred to as the “union” has as its purpose the fair and equal treatment between the employer and the union, the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2: RECOGNITION

A. The employer recognized AFSCME, Council 71 as the exclusive bargaining agent for all of the full-time “Management and Supervisory” employees included in this Agreement, and for such additional titles as the parties may later agree to include, this recognition shall continue in full force so long as the union continues to represent the employee covered.

B. The word “employee” as used in this Agreement shall mean all permanent full-time Management or Supervisory Personnel employed by the Township and provisional and appointed employees after ninety (90) days of employment.

C. Included: All supervisory personnel of the Township meaning, Tax Collector, Tax Assessor, Community Development Director, Court Administrator, Recreation Director, Public Works Coordinator, Water/Sewer Utilities Manager, Construction Code Official, Superintendent of Public Works and Planning/Zoning Administrator employed by the Township of Barnegat, Excluded: All other employees, Police employees, Chief of Police, all Deputy Municipal Clerks, Municipal Clerk, Administrator, Senior Clerk Stenographers, Confidential employees and non-supervisory employees with the meaning of the ACT employed by the Township of Barnegat.

ARTICLE 3: DUES CHECK OFF AND REPRESENTATION

A. Dues Deduction: The employer agrees to deduct the monthly membership dues from the pay of the member employees. The amounts to be deducted shall be certified to the Employer by AFSCME Council 71, and the deductions of all employees shall be remitted to AFSCME Council 71, together with a list of names of all employees for whom deductions were made, by the tenth day of succeeding month after such deductions are made. Changes in dues shall be sent to the Township Administrator no less than thirty days before they are to take effect.

B. Representation Fee: Any employees, after ninety (90) days in this unit, on the effective date of this Agreement who does not join the union within thirty (30) days of initial employment within the unit, and any employee previously employed with the unit who does not join within ten (10) days of re-entry into employment with the unit, shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction. The representation fee dues, fees and assessments as certified to the Township by the union. The union’s entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the union 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 union and the Township. For the purpose of this provision, employees employed on a yearly basis or who are reappointed from year to year shall be considered to be in continuous employment.

ARTICLE 4: STEWARD

A. The Township recognized the right of the union to designate one (1) Steward and one (1) alternate for the enforcement of the Agreement. The union shall furnish in writing to the Township the name of the Steward/Alternate and notify the Township of any change.

B. The authority of the Steward/Alternate so designated by the union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provision of this Agreement, as long as it does not interfere with the employee's normal working duties.
2. The transmission of such messages and information which shall originate with and authorized by the union, so long as it does not interfere with the employee's working duties.
3. The Steward/Alternate will be present for the purpose of contract negotiations.

ARTICLE 5: SAFETY AND HEALTH

A. The employer shall continue to make reasonable provisions for the safety and health of its employees during the work hours.

B. Employee complaints of unsafe and unhealthy conditions shall be reported to the Administrator or designee and shall be promptly investigated. Corrective action shall be initiated as soon as possible to remedy the conditions within safety guidelines. If not, then redress may be sought through the established grievance procedure.

C. All Safety and Health issues shall be in compliance with PEOSHA Standards.

D. The bargaining unit shall have the right to elect a representative to the Township's Safety Committee.

ARTICLE 6: DISCRIMINATION AND EQUAL TREATMENT

A. The employer and the union agree that there shall be no discrimination towards any employee for reasons of sex, age, nationality, race, religion, marital status, physical handicaps, political affiliation, union membership or non-membership or union activity.

B. The parties further agree not to interfere with the rights of the employees to become members or not to become members of the union. The union recognizes its responsibility as the exclusive representative for all employees of the Management and Supervisory Personnel agreement without discrimination.

C. The employer also agrees that no employee shall be subjected to harassment or any sort of abusive language, and that every employee shall be treated within the accepted standards of common decency, courtesy and respect.

D. When the words "he" or "his" are used in this Agreement, it shall refer to both sexes.

ARTICLE 7: NO STRIKE/NO LOCKOUT

- A. In addition to any other restriction under the law, the union will not cause a strike, work slow down, work stoppage, or job action of any kind, nor will any employee take part in a strike, interference with or stoppage of the Township's work. The Township shall not cause any lockout.
- B. If the union violates this section, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in court in addition to any other legal remedies which may be available.

ARTICLE 8: PERSONNEL FILES

- A. The Township agrees that upon forty eight (48) hour advance request an employee shall have the opportunity to examine and review pertinent documents, including those related to performance evaluation and conduct in their personnel history file or in any permanent supplementary files maintained by the employee's supervisor.
- B. The Township shall honor the request of the employee for copies of documents in the file. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to them. Such response will be included in the relevant permanent personnel file or supplementary personnel file and will be attached to and retained with the documents in question.

ARTICLE 9: JURY DUTY

- A. The employee shall be granted leave without loss of pay any time they are required or summoned to report for Jury Duty as prescribed by applicable law. In no event is the employee to be excused from work for more days than those of such duty performed. The employee shall notify the employer immediately of the requirement for this leave and subsequently furnish evidence that they performed the duty for which the leave was required.
- B. Jury Duty will be a full rate of salary, and any compensation for duties performed will be signed over to the Township.

ARTICLE 10: SENIORITY

- A. Seniority shall be considered for purpose of the scheduling of vacations and personal leave and shall be a consideration if a job opening with the Township should occur but shall not be the sole determining criteria.
- B. When the Township decides to reduce the number of employees in any particular job title, the Township will do so on the basis of employee seniority within each job title.
- C. Employees shall be recalled for work from layoff in order of the seniority, provided that they, in the sole discretion of the Township, have the requisite qualifications to perform the work available.

ARTICLE 11: 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 the employee having the grievance to discuss the matter informally with any appropriate member of the Township.
- C. In regard to the Township and the employees covered by the Agreement, term "Grievance", as used herein, means complaint or controversy arising over the interpretation or applications of the terms and conditions of this Agreement.
- D. The following constitutes the sole and exclusive methods of resolving grievances between the parties arising out of this Agreement and shall be followed in its entirety, unless any step is waived by mutual consent:

STEP 1

The aggrieved or the union may institute information action under the provisions hereof any time after the event giving rise to the grievance as occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and the Township Administrator or designee for the purpose of resolving the matter informally. The aggrieved or the union must institute formal action under the provisions hereof within ten (10) calendar days after event giving rise to the grievance has occurred. Failure to file within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance and waiver of any right herein. The Township Administrator or designee shall answer the grievance, in writing, within seven (7) calendar days of the receipt of the grievance in writing.

STEP 2

If the union wishes to appeal the decision of the Township Administrator or designee, such appeal shall be presented to the Township Committee or designee within seven (7) calendar days after the Township Administrator or designee's decision or the date by which the decision should have been rendered. The presentation shall include copies of all previous correspondence relating to the matter in dispute. The Committee or designee shall schedule a meeting with the employee and the Union within fourteen (14) calendar days after the receipt of the written submission. The Committee or designee will respond in writing within fourteen (14) calendar days of said meeting.

STEP 3

If the union wishes to appeal the decision of the Township Committee or designee, such appeal shall be resented within fourteen (14) calendar days to the Public Employee's Relations Commission (PERC) by instituting a request for binding arbitration and assignment of panel of arbitrators. The rules and regulations of PERC shall govern the hearing and the decision of the arbitrator shall be binding, subject to further appeal to a court of competent jurisdiction.

a. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated with the time limits set forth, 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 with the time limits prescribed herein, then the disposition of the grievance at the last step shall be deemed to be conclusive. If a decision is not rendered within the time limits specified for a 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, in writing and signed by the representative of both parties, to expand or contract the time limits for processing the grievance at any step on the procedure.

ARTICLE 12: DISCIPLINE

- A. Discipline may, but is not limited to including the following disciplinary actions:
 - 1. Oral reprimand
 - 2. Written reprimand
 - 3. Suspension (minor) five (5) days or less
 - 4. Suspension (major) six (6) days or more
 - 5. Demotion/Salary reduction
 - 6. Discharge
- B. No employee shall be disciplined without just cause.
- C. An employee shall be entitled to union representation at each stage of a disciplinary hearing.
- D. When the Township imposes discipline, written notice of such discipline shall be given to the employee and a copy shall be transmitted to the Steward and Union President.

ARTICLE 13: EDUCATION

A. The Township will pay, in full, the tuition for successfully completed courses that are approved in advance by the Township. The course must be directly related to the employee's position and have prior approval by the Township. The employee's hours will be adjusted to accommodate work schedule. Successful completion means that the employee received a passing grade by the institution. If the employee fails to achieve a passing grade in a completed course, or fails due to absence, the employee shall reimburse the Township for all tuition advanced to the institution.

1. The Township shall pay to each employee who is sent by the Township and/or receives prior approval from the Township Administrator to receive a certification, degree, and/or renewal of a certification a stipend of \$1,000, so long as the certification and/or degree received is related to the employee's job responsibilities and duties and will enhance the employee's job performance and his/her ability to perform the duties and responsibilities of the job, unless the certification is required by the job description or qualifications. The Township shall have complete and absolute discretion to determine whether or not an employee should be sent to receive a certification and/or degree, and whether or not to permit an employee to receive the certification and/or degree, with said determination and/or permission being made on a case by case basis.

2. For all employees who hold or obtain a degree from an accredited college or university, the Township shall pay to said employee a stipend annually as follows:

a.	Associates Degree	\$2,500.00
b.	Bachelor's Degree	\$3,500.00
c.	Master's Degree	\$5,000.00

- 3. Payment of the above mentioned stipends shall be in a lump sum on the first payday of the month of June in the calendar year following notice of eligibility to the Township.
- 4. The Township agrees to pay for all costs associated with the Department Head obtaining a higher education degree from an accredited college or university in a discipline or area of study that is closely related to job function or management of a local governmental entity. Prior approval by the Township Administrator is required.

ARTICLE 14: LONGEVITY

All permanent full-time employees within this unit shall receive in addition to their regular current salary longevity payments as follows:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAYS</u>
Start of 5 th year	3%
Start of 8 th year	5%
Start of 11 th year	6%
Start of 14 th year	7%
Start of 17 th year	9%
Start of 20 th year	10%

ARTICLE 15: PERSONAL LEAVE

Each employee shall be entitled to five (5) non-accumulative paid personal leave days for the conduct of personal business. The use of such personal days shall require forty-eight (48) hours notice to the Administrator when possible, and approval of same by the Administrator.

ARTICLE 16: MILEAGE

Each employee shall be entitled to reimbursement for use of his/her vehicle while on Township business at the rate as established by the United States Internal Revenue Service per mile or fraction thereof. Such entitlement must be authorized in advance by the Township Administrator.

ARTICLE 17: BEREAVEMENT

- A. Each employee shall have eight (8) days bereavement leave in the event of the death of an employee's spouse, domestic partner, or dependent child residing with the employee. Each employee shall have up to five (5) days bereavement leave in the event of the death of the employee's child, parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild. Each employee shall have one (1) day leave (day of funeral and only if services are attended) for the following: uncle, aunt, nephew, niece, or cousin of the first degree.
- B. When the funeral services is over one hundred (100) miles from Barnegat and the employee will be unable to return to duty with the leave granted, employee shall be entitled to up to one (1) additional day of leave at the discretion of the Township Administrator or designee upon verification of such circumstances.
- C. The Township Administrator or designee may grant, at his/her discretion, up to three (3) days for a death not specified based on unique circumstance as presented and documented by the employee. The Township Administrator's decision is final with no appeal through the grievance process.

ARTICLE 18: HEALTH BENEFITS

A. MEDICAL CARE

1. The Township shall provide to each full-time employee and the employee's immediate family (spouse and children) the following hospital and medical benefits: New Jersey State Health Benefit Plan Direct 10 . In the event the Township discontinues said plan, the following Comprehensive Hospital/Physician coverage with the following deductibles and limits will be in place:

- a. \$100.00 per person, \$200.00 per family first dollar coverage paid by the employee.
- b. Co-insurance deductible of 20% to \$3,000.00 of coverage paid by the Township.
Other limits to match the current level of coverage at the date of this agreement.

2. Nothing in this article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect per attached Addendum A. (Addendum A shall be a summary of current level of benefit and benefit booklet)

3. All employees hired after January 1, 2015 who are otherwise eligible for health insurance, and go out of network for health care shall pay according to the New Jersey State Health Benefit Plan Direct 10 for of the out of network costs. In the event the Township discontinues said plan, employees that go out of network shall pay 20% of the out of network costs.

B. VISION CARE

The Township shall provide for the costs of vision care for employees up to a maximum amount of:

\$400 per year or the same benefit as the white collar employees, whichever is greater.

Effective the date of this Agreement, the Township shall investigate the services of a group vision care plan of equal or better benefit selected by the Township with the union's approval for possible substitution of the above. If a group vision plan is adopted, a copy of the adopted plan shall be added to this Contract as Addendum B. The employee may use this benefit for any member of his/her immediate family. Family means member of the employee's family residing within his/her home and includes students up to the age of 23 years old.

C. DENTAL CARE

The Township shall provide to all full-time employees and the employee's family group dental coverage that will provide the following coverage effective as of January 1, 2007:

- \$25.00 deductible for employee
- \$75.00 deductible per family
- 100% preventative care
- 80% basic care
- 50% prosthodontic services
- \$2,000.00 calendar year maximum (per person)
- \$2,000.00 maximum lifetime orthodontic benefit (per person)

Nothing in this article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those in effect at the time of this agreement attached hereto as Addendum C.

D. PRESCRIPTION PLAN

The Township shall provide to each full-time employee and the employee's immediate family (spouse and children) the prescription plan of New Jersey State Health Benefit Plan Direct 10. In the event the Township discontinues said plan, the Township shall provide a Prescription Plan through a carrier that provides prescription card services with the following coverage:

Co-pay shall be \$5.00 for generic drugs and \$10.00 for name brand drugs paid by the employee. Other limits shall be equal to the current coverage as provided by the current carrier at the date of this Agreement.

ARTICLE 19: VACATION

A. All full-time permanent employees shall be granted the following annual leave for vacation purposes with pay in and for each calendar year as follows or as negotiated:

<u>YEARS OF SERVICE</u>	<u>DAYS</u>	<u>MAXIMUM ACCUMULATION PER YEAR</u> <u>35 HOUR/40 HOUR</u>
Date of hire to 3	15	105/120
Start of 4-8	18	126/144
Start of 9-13	21	147/168
Start of 14-18	25	175/200
Start of 19-26	27	189/216
Start of 27 and over	30	210/240

B. From the outset of an employee's eligibility for vacation leave days, eligibility for vacations shall be computed as of the first day of the month in which the employee was hired. Beginning with the next immediate January following an employee's attaining his/her first anniversary date, said employee's full yearly vacation leave days allotment shall be granted in each January, in anticipation of continued employment, which shall be prorated if the employee separates prior to the end of the year. Between the employee's first anniversary and the next January, the employee shall receive a prorata share of his/her vacation time.

(For example: an employee hired on July 1, 2003, will receive upon his first anniversary, July 1, 2004, a prorated share of his/her vacation from July 1, 2004 through December 31, 2004. On January 1, 2005, said employee shall receive a full yearly allotment of vacation time for his/her second year of employment, and every January 1st thereafter shall receive his/her full yearly allotment of vacation time)

C. Vacations shall be scheduled so as not to interfere with the operations of the department to which the employee is assigned. Vacations shall be taken within the year of entitlement, and there shall be no accumulation or sell back of any vacation days except as set forth in subsection I of the article.

D. All requests for vacations shall be submitted at least two (2) weeks prior to the requested vacation time. Requests will be submitted to the Township Administrator.

E. All vacations are subject to the final approval of the Township Administrator or designee.

F. An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance prorated on the basis of the number of months worked in a calendar year in which the separation becomes effective.

G. If an employee leaves the employ of the Township for any reason before the end of the calendar years after have taken a vacation allowance for the year, he/she will be charged with the unearned part of his/her vacation which will be deducted from his/her final paycheck.

H. No less that four (4) hours may be used for vacation. Leave beyond the four hours may be charged in one (1) hour units.

I. Employees shall be entitled to carry over one (1) year of vacation time to the following year. If an employee cannot utilize the carried over vacation time within that year, then the employee may petition the Township Administrator or designee to sell back or carry over vacation time into the succeeding year. It is understood that carried over vacation time is used first in any given year.

ARTICLE 20: HOLIDAYS

A. Each employee covered by this Agreement shall be allowed the following holidays with pay:

- | | |
|------------------------|-------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day* |
| Good Friday | Thanksgiving Day |
| Memorial Day | Thanksgiving Friday |
| Independence Day | Christmas Eve (1/2 day) |
| | Christmas Day |

* As of January 1, 2007, Veteran's Day shall be observed on November 11th.

B. The Township Administrator shall by December 15th of the preceding year publish to all employees a schedule of actual calendar days of the upcoming year for the above list of holidays.

C. Each employee covered by this Agreement shall be allowed one (1) floating holiday in addition to the above holiday schedule. The use of this holiday shall require forty-eight (48) hours notice to the employee's immediate supervisor and his/her approval.

ARTICLE 21: SICK LEAVE

A. All permanent full-time employees covered by this Agreement shall be granted sick leave pay at the follow rates:

1. During the first year of an employee's employment with the Township, an through the January next following the employee's first anniversary date, sick leave shall be earned at the rate of one and one quarter (1 1/4) days for each month worked.
2. Beginning on January 1st of the January next immediately following an employee's first anniversary date, said employee shall be granted fifteen (15) sick leave days on January 1st of each year of employment in anticipation of continued employment. Thus, if an employee retires or otherwise separates his/her employment prior to December 31st, the Township has the right to and will prorate the employee's sick leave days for the year of separation.

(For example: An employee hired on July 1, 2003, will earn sick leave at the rate of one an one quarter (1 1/4) days per month through December 31, 2004. On January 1, 2005, said employee shall receive a full yearly allotment of sick leave days (15 days total) in anticipation of his/her continued employment for the year 2005. Said sick leave days allotment will then be given every January 1st thereafter.)

The amount of such leave not taken shall accumulate from year to year only on the basis set forth and provided in Paragraph D of this article.

B. The term "sick lave with pay" is hereby defined to mean the necessity of absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.

C. Employees absent on sick leave for a period of five (5) consecutive days may be required to submit substantiating medical documentation to the Township Administrator or designee.

D. Throughout his/her period of employment with the Township, an employee shall be entitled to accumulate sick time with no cap. Accumulation of sick days shall be credited to and accumulated on the employee at the end of each calendar year and employees shall receive a record of his/her sic leave accumulation by the number of hours by January 31st of the following year. Upon retirement, employees shall be entitled to a pay out of unused sick leave up to a maximum of twenty thousand dollars (\$20,000.00).

F. Each year, employees shall be entitled to sell back the equivalent of up to ten (10) days of accumulated sick leave at the rate of pay for that year. Payment of this buy-back shall be made by March 15th of the following year. Eligible employees must select buy-back by February 15th and give notice to the Finance Department no later than February 15th.

ARTICLE 22: ON THE JOB INJURY/WORKMEN'S COMP

A. All accidents shall be reported immediately to the employee's supervisor. If an employee is injured, treatment may be sought through the Township physician or local hospital. If an employee is sent home by the Township physician or other physician designated by the Township, the employee shall be entitled to be paid for the remainder of the day of which he/she is sent home.

B. The Township shall provide workmen's compensation for the on-the-job injury in the amount of 100% for a period of six (6) months; after the six (6) month period, the Township has the right to have the employee evaluated by a doctor of their choosing, at the Township's expense; if the doctor extends the workmen's compensation for an additional six (6) months, the Township will continue 100% coverage of wages; after a period of one year, the employee must take an unpaid leave of absence.

ARTICLE 23: HOURS OF WORK/OVERTIME

- A. It is expected that each bargaining unit member will devote the time necessary to meet the professional and statutory obligations of his/her position, as determined by the Township Committee and the Township Administrator.
- B. The regular work week shall consist of regular business hours; Monday through Friday, starting and closing time as determined by the Township Committee and Administrator.
- C. The Parties recognize that the fulfillment of professional responsibilities may necessitate service to the Township in excess of the regular work week. An employee who is required by the Township to perform significant extended services beyond his/her regular work week schedule shall, with prior notification and authorization of the Township Administrator have:
1. His/her work schedule adjusted accordingly; and/or
 2. Shall be granted compensatory time off for work in excess of his/her normal work week hours in accordance with the following schedule:
 - a. For all employees who normally have a 35 hour work week, compensatory time shall be earned at the rate of one (1) hour for each hour worked between hours 35 and 40, and at the rate of time and one-half (1 1/2) for all hours worked in excess of 40 hours in any one week; and/or
 - b. For all employees who work a 40 hour week, compensatory time shall be earned at a rate of time and one-half (1 1/2) for all hours worked in excess of 40 hours in any one week; and
 3. Unless use would otherwise interfere with the operations of the Township, such compensatory time shall be used within six (6) months of the year in which it was earned. In the event that an employee is unable to use the compensatory time within six (6) months of the year in which it was earned, the Township shall pay the employee for any unused compensatory time.
- D. The Municipal Court Administrator when called out after hours to process criminal complaints shall be paid a minimum of three (3) hours compensatory time. Said compensatory time shall be utilized within six (6) months of the year in which it was earned as set forth in subsection C3 of this article. The Municipal Court Administrator shall be compensated a minimum of three (3) hours compensatory time when responding to a fax from the Police Department.
- E. In the event the employees holding the position of Public Works Coordinator, Superintendent of Public Works and/or Water/Sewer Utilities Manager are called into work other than their normal working hours, they shall be compensated at rate of time and one half (1 ½) for that period. In the event they are called into work other than their normal working hours on a Sunday or a Township designated Holiday, they shall be paid at a rate of double time for all time worked during that call in period.
- F. Any employee who is called into work based upon an emergency situation which cannot be handled by another Township employee of less supervisory status shall be compensated with a minimum of two (2) hours call in time for said emergency.
- G. The Construction Code Official shall be compensated at a time and one half (1 1/2) rate of pay when called out after normal hours by either the Police Department or qualified Township official for fire, natural

disasters and the like, or for any other emergencies where the normal sub-code official cannot respond in a timely fashion.

ARTICLE 24: UNION LEAVE

A. The employer agrees to provide during the duration of the Agreement leaves of absence with pay, a total of three (3) days per year for union officers and shop stewards for the purpose of association business. Approval for such leave will be made fourteen (14) days in advance of such leave.

B. If negotiation sessions are scheduled during normal working hours, delegates will be excused without loss of pay or time. A maximum of one steward and one alternate steward will attend negotiation sessions without loss of pay, plus counsel.

ARTICLE 25: PROMOTIONS AND TRANSFERS

A. For the purposes of this article, a promotion will be defined as a permanent appointment from one job to another job in a higher wage rate.

B. When an opportunity for promotion arises within the bargaining unit, the Township shall post job openings on the bulletin boards. Employees desiring an opportunity to fill such openings may file written requests. Such notices shall be posted for forty-eight (48) hours. In making promotions within the bargaining unit, both seniority and qualifications may be considered by the Township.

ARTICLE 26: WAGES

A. There shall be a minimum of twelve percent (12%) differential between a department head and their immediate subordinate with the exception of the Construction Code Official beginning January 1, 2008.

B. There shall be a 1.95 percent across the board increase on the adjusted base salaries with a minimum increase of \$2,000 for each year on January 1st of 2015, 2016, 2017, 2018, 2019.

C. The following stipend positions are adopted at a starting rate of \$6500: Recycling Coordinator, Pesticide/Herbicide Coordinator, Flood Plain Manager, GIS Coordinator, Municipal Housing Liaison, COAH Fee Assessor, Safety Coordinator, Storm water Coordinator, Tax Search Officer, ADA Project Coordinator, Director of Special Needs Recreation Program, On Call/Court Room Security. All stipends shall be assigned to the appropriate Department Head and shall be paid in the base salaries as an additional amount as long as those duties are performed by the Department Head. See Schedule A.

D. For time to time, there are extraordinary projects required by the Township that fall outside of the day to day duties of a Department Head. Such projects shall be known as merit projects under the direction of the Township Administrator. Merit pay shall be paid to the employee at a rate not less than five percent (5%) of their yearly base salary and shall be payable at the end of the calendar year upon completion of the project, whichever comes first.

E. In the event of a Shared Service Agreement and at the discretion of the Township Administrator, a stipend of up to \$15,000 shall be paid to the Department Head based upon work performed. This shall be paid in the base salary as an additional amount as long as those duties are performed by the Department Head.

ARTICLE 27: MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of New Jersey and of the United States, or other appropriate law including, but without limiting the generality of the foregoing, the following rights:

- A. The management and administrative control of the Township Government and its properties and facilities.
- B. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township and in that regard to establish reasonable work rules.
- C. To suspend, demote, discharge or take any other appropriate disciplinary action against an employee in accordance with this agreement and appropriate law.
- D. To layoff employees in the event of lack of work or funds or under conditions where continuation of such works would be inefficient and non-productive.

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 terms of this Agreement, and then only to the extent such terms of this Agreement are in conformance with the Constitution and laws of the State of New Jersey and the United States.

Nothing contained in this article shall be construed to deny or restrict the Township of its rights, responsibilities, or authority under RS40 and 40A, or any other national, state, county or local laws or ordinances.

ARTICLE 28: MISCELLANEOUS

Work Clothes for the Public Works Coordinator and Water\Sewer Utilities Manager shall be the same as those for the public works employees.

ARTICLE 29: DURATION

This Agreement shall be in effect as of, and applied retroactively to the first day of January 2015 unless otherwise noted herein, and including the last day of December 2019. In the event that a new written Contract has not been entered into between the Employer and the American Federation of State, County and Municipal Employee, Council 71 on or before the last day of December 2014, then all of the terms and conditions of this Contract shall be in full force and effect until a new Contract has been negotiated.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set heir hands and seals this 15 day of January 2015

FOR THE TOWNSHIP OF BARNEGAT



, Mayor



David Breedon, Township Administrator

FOR AFSCME DISTRICT COUNCIL 71



Mattie Harrell,
International Vice President-Eastern Region
Executive Director, AFSCME District Council 71



, AFSCME Rep

SCHEDULE A

	Community Dev Director	Construction Code Official	Court Administrator	Planning/Zoning		Superintendent Public Works	Recreation Director	Tax		Water/Sewer Utilities Mgr.
				Administrator	Administrator			Collector	Assessor	
ADA Project Co-ordinator										X
COAH Fee Assessor									X	
Dir Special Needs Rec							X			
Flood Plain Manager		X								
GIS Coordinator										
Municipal Housing Liaison	X								X	
On Call/Court Rm Security			X							
Pesticide/Herbicide Co-or										
Recycling Co-ordinator						X				
Safety Coordinator						X				
Storm Water Co-ordinator										X
Tax Search Officer								X		X

RESOLUTION 2015-30

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE TOWNSHIP OF BARNEGAT AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 71 (AFSCME)

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has negotiated a new Collective Bargaining Agreement (CBA) with the American Federation of State, County, and Municipal Employees, Council 71 (hereinafter referred to as the "Union"); and

WHEREAS, the Contract is for a new five (5) year term beginning January 1, 2015 through December 31, 2019; and

WHEREAS, the Contract has been negotiated by the Township Administrator and the Township Attorney, and has been carefully reviewed by the Township Committee; and

WHEREAS, the Township finds that the Agreement is acceptable and is in the best interests of the Township, its tax payers and citizens; and

WHEREAS, a copy of the Contract with the Union is on file at the office of the Township Clerk and can be reviewed by the public during normal business hours.

NOW, THEREFORE, BE IT RESOLVED, this 2nd day of January, 2015, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. The Township accepts and approves the Contract entered into with the American Federation of State, County, and Municipal Employees, Council 71, a true copy of which is on file at the office of the Township Clerk and can be reviewed by the public during normal business hours.

2. The Township authorizes and directs the Mayor, Township Clerk, Township Administrator and Township CFO to execute any and all necessary documents in order to implement the intent of this Resolution.

3. A certified copy of this resolution shall be forwarded by the Township Clerk to the following:

- (a) The Honorable Susan McCabe, Mayor;
- (b) David Breeden, Township Administrator;
- (c) Kathleen Janeski, Township CFO;
- (d) Jerry J. Dasti, Esq.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on January_2_, 2015, a quorum being present and voting in the majority.



Michele A. Rivers, RMC
Municipal Clerk

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731