

AGREEMENT

BETWEEN

TOWNSHIP OF RIVERSIDE

AND

THE COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO LOCAL 1034

BLUE COLLAR WORKERS

JANUARY 1, 2005 THROUGH DECEMBER 31, 2007

	INDEX	PAGE
PREAMBLE		2
ARTICLE 1	RECOGNITION	3
ARTICLE 2	HOLIDAYS	5
ARTICLE 3	VACATION	6
ARTICLE 4	SICK LEAVE	8
ARTICLE 5	HOURS OF WORK, BREAKS, LUNCH & OVERTIME	9
ARTICLE 6	EQUAL TREATMENT/DISCRIMINATION	10
ARTICLE 7	WAGES, LONGEVITY & OUT OF TITLE PAY	11
ARTICLE 8	SENIORITY	12
ARTICLE 9	RIGHTS AND PRIVILEGES OF THE UNION	13
ARTICLE 10	GRIEVANCE PROCEDURE	14
ARTICLE 11	MANAGEMENTS RIGHTS	16
ARTICLE 12	PERSONAL DAYS	17
ARTICLE 13	RETIREMENT	18
ARTICLE 14	BEREAVEMENT LEAVE	19
ARTICLE 15	CLOTHING ALLOWANCE	20
ARTICLE 16	HEALTH AND SAFETY	21
ARTICLE 17	UNION DUES AND AGENCY FEE DEDUCTIONS	22
ARTICLE 18	HEALTH BENEFITS & HEPATITIS B INOCULATIONS	23
ARTICLE 19	WORKER'S COMPENSATION & DISABILITY	24
ARTICLE 20	TRAINING AND CDL	25
ARTICLE 21	JURY DUTY	27
ARTICLE 22	LEAVE OF ABSENCE/FAMILY LEAVE	28
ARTICLE 23	LAYOFF AND RECALL	29
ARTICLE 24	PENSION	30
ARTICLE 25	PERSONNEL FILE	31
ARTICLE 26	NO STRIKES	32
ARTICLE 27	SEPARABILITY	33
ARTICLE 28	NOTICE	34
ARTICLE 29	MISCELLANEOUS	35
ARTICLE 30	TERMINATION	36
ARTICLE 31	SIGNATURE SHEET	37
ARTICLE 32	SALARY GUIDE	38

PREAMBLE

This Agreement entered into this _____ day of _____ 2005, between the Township of Riverside, Burlington County, New Jersey, hereinafter called "Township" and the Communications Workers of America, AFL-CIO, Local 1034, hereinafter referred to as the "Union".

WHEREAS, the Township and the Union recognize and declare that providing quality public works duties are essential to the efficiency of the Township and the health, safety and welfare of its citizens, and

WHEREAS, the Township has an obligation pursuant to Chapter C303, P.L. 1968 to negotiate with the Union as the Representative of the Public Works Employees of Riverside Township, and

WHEREAS, the parties have reached certain understandings and desire to confirm this Agreement as follows:

ARTICLE 1 - RECOGNITION

1.1 The Township recognizes the Communications Workers of America, AFL-CIO, Local 1034, hereinafter referred to as the "Union", as the exclusive and sole Representative for collective negotiations concerning the terms and conditions of employment for classified personnel in the following job classifications, whether under contract, or leave, employed or to be employed by the Township, during the term of this contract to wit: Senior Mechanic, Equipment Operator, Laborer, Truck Driver, Building and Grounds Maintenance.

1.2 The Township and Union agreed to create the position of Truck Driver whose duties shall be defined as described by the New Jersey Department of Personnel Job Description titled "Truck Driver". In addition, said Truck Driver will have the primary responsibility of operating the Motor Broom as part of his/her duties as Truck Driver. Finally, when conditions and/or circumstances dictate the Motor Broom cannot operate or is not in use that individual occupying the position of Truck Driver shall perform those duties as described under the New Jersey Department of Personnel Job Description titled Laborer.

1.3 In the event the Department of Personnel eliminates any job title which is currently in the bargaining unit and workers are placed into either an existing job title or a newly created job title, the employer agrees to negotiate over the wage rate of the job title(s) in which workers are placed if there is no wage rate to cover that particular title. Such negotiations will only be concerned with the wage rate for the newly created title and will have no effect on any existing rates in the salary scale.

Additionally, in the event that two or more existing job titles which are currently paid at different rates are consolidated into one title, the pay rate of the highest rated job shall become the wage rate for the consolidated title.

1.4 The Township of Riverside and the Union agree to place the position of Road Supervisor outside the bargaining unit.

When the Road Supervisor is on vacation or otherwise not available, the Senior member of the bargaining unit shall assume the Supervisory role, however, the Senior member of the bargaining unit may elect to pass upon the opportunity of assuming the Supervisory role. If this occurs, the next most senior person shall assume the responsibility of the Supervisory role, however, if no one in the bargaining unit elects to perform the Supervisory role, the Township will impose inverse seniority for the Supervisory role. Any bargaining unit employee who assumes the Supervisory role while the Road Supervisor (a non-bargaining, unit position), is on vacation or otherwise is not available shall receive \$2.50 (two dollars and fifty cents) per hour, in addition to the employee's normal rate of pay, for all such hours worked in the Supervisory position. If a situation arises where it becomes necessary to take an action involving another member of the bargaining unit, the matter will be brought to the attention of the Township Administrator, who will instruct the employee on what shall be done or, if necessary, refer the matter to the Director of Public Works who will act accordingly.

ARTICLE II - HOLIDAYS

2.1 Employees shall be entitled to the following paid holidays:

New Years' Day	Columbus Day
Martin Luther King's Day	Election Day
Lincoln's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve (December 24th)
Fourth Of July	Christmas Day
Labor Day	

2.2 Holiday pay will be eight (8) hours computed at the employee's straight hourly rate.

2.3 In order to be eligible for holiday pay, an employee:

(1) must have received earned pay for the week in which the holiday is celebrated, unless excused for good cause;

(2) must have worked on the scheduled work day preceding and the work day following the holiday, unless excused for good cause.

2.4 When a holiday falls on a Saturday, it will be celebrated on Friday. If a holiday falls on a Sunday, it will be celebrated on Monday.

2.5 If a holiday occurs while an employee is on vacation, the employee will not be charged a vacation day and will receive holiday pay.

2.6 Where an employee works on a holiday, that employee will be paid double time and holiday pay for all hours worked.

ARTICLE III - VACATION

3.1 Each employee shall be notified by March 1st of each year, in writing, of his vacation day entitlement.

3.2 Vacation scheduling shall be coordinated with the need of the Township. The Township reserves the right to arrange vacation schedules subject to Civil Service Rules and Regulations. However, scheduling requests shall not be unreasonably denied.

3.3 Each employee shall be permitted to use up to three vacation days in one, two or three day increments. Other vacation time taken during the period in question must be used five days at a time. Employees must provide one week notice, unless an emergent situation exists that would preclude prior notice. Only one employee may be on vacation leave at any given time.

3.4 Vacation entitlement shall be earned as follows:

Each employee shall receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd of the month. No vacation time shall be earned if hired from the 24th of the month to the end of the month they were hired in.

After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service. Thereafter, the employee shall receive paid vacation as follows:

From end of the 1 st calendar year to one (1) year of service	12 Days
From one (1) year of service to five (5) years of service	12 Days
From six (6) years of service to ten (10) years of service	14 Days
From eleven (11) years of service to fifteen (15) years of service	15 Days
From sixteen (16) years of service to twenty (20) years of service	17 Days
From twenty-one (21) years of service and over	26 Days

3.5 An employee who is resigning from his position shall give the Township notice at least two weeks prior thereto.

(a) If any employee leaves his or her employment for reasons other than retirement or resignation due to medical reasons (disability), he or she shall receive earned vacation according to the proportion of full months worked to the total contract year. If the employee retires or resigns due to medical reasons (disability) during the contract year, he or she shall receive vacation benefits for the full year in which he or she retires.

(b) Vacation monies shall be paid to any employee upon any separation in good standing, at the rate of 100% for each vacation day earned and accumulated for reasons other than retirement or separation due to disability. The vacation days will be prorated to the day the employee is resigning.

3.6 An employee may accumulate unused vacation beyond the calendar year in which it is earned, but accumulated unused vacation must be used within one calendar year after it was earned. If the Township determines that due to work schedules accumulated vacation time cannot be taken within one calendar year after it was earned, such vacation entitlement shall be paid out to the employee in full.

3.7 Vacation time is considered paid time worked for the purposes of calculating overtime pay.

ARTICLE IV - SICK LEAVE

4.1 Employees shall receive sick leave entitlements as follows: each employee shall receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd of the month. No sick time entitlement shall be earned if hired from the 24th day of the month to the end of the month they were hired in. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) paid sick day per month, thereafter the employee shall receive fifteen (15) paid sick days per year.

4.2 Sick leave is defined as absence from work because of personal illness or injury, exposure to contagious disease, attendance upon a member of your immediate family who is seriously ill and requires your care or attendance, or a death in your immediate family.

4.3 Unused sick leave accumulates to the employee's credit from year to year to be used in accordance with the dictates of Paragraph 2 above.

4.4 If an employee is separated from the service of the Township for reasons other than retirement or disability, he/she shall not receive any earned and unused sick time that has accumulated.

4.5 Use of sick leave and requiring medical certification of need shall be in accordance with pertinent statutes and Civil Service regulations.

4.6 Except as provided herein, all sick leave shall be in accordance with Civil Service Rules and Regulations.

4.7 Employees may use sick leave in conjunction with bereavement leave, however they must have used all personal days first. Employees must notify the Township Administrator and Supervisor immediately, of the need for additional sick leave, that must be related to the bereavement leave.

**ARTICLE V - HOURS OF WORK, BREAKS, LUNCH
AND OVERTIME**

5.1 The regular work day for Public Works employees shall be 7:15 a.m. to 4:00 p.m. However, it is expressly understood that the Township may vary the work day for any employee as its needs require. Coffee breaks shall be no longer than 10 minutes and shall generally occur from 10:00 a.m. to 10:10 a.m. and from 2:00 p.m. to 2:10 p.m. Lunch shall be from 11:45 a.m. to 12:30 p.m.

5.2 Overtime shall be paid at the rate of one and one half times the regular straight time rate for all hours worked beyond forty (40) hours in a work week. Also, overtime shall be paid at a rate of one and one half times the regular straight time rate for all hours worked beyond eight (8) hours in any one work day.

Overtime will be paid for work on Saturday only if the employee has already worked forty (40) hours in the work week.

An employee will be paid double time for all work on Sunday. Where an employee works on a holiday, that employee will be paid double time and holiday pay for all hours worked.

5.3 Employees called into work from home on an emergency call-in outside their regular work day shall be guaranteed a minimum of four (4) hours pay. "Said pay shall be at the rate of time and one half the regular straight time rate for all hours worked on a Monday to Saturday, however Sunday shall be at double time for all hours worked". If an employee is on a vacation day and an emergency arises, that employee is eligible to be called in for overtime.

5.4 Employees working at least ten (10) hours straight shall be given a compensated half-hour for a meal.

5.5 Overtime shall be distributed equally insofar as practical, among the employees who are qualified and able to perform the required work. A list of said overtime shall be maintained and posted by the Supervisor. Any employee who refuses overtime assignments shall be charged for the amount of hours his substitute works.

ARTICLE VI - EQUAL TREATMENT/DISCRIMINATION

6.1 The Employer agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, national origin, color, handicap, union membership, association membership, association activities, or the exercise of any concerted rights or activities. All employees shall be treated with mutual respect and dignity at all times.

**ARTICLE VII - WAGES, LONGEVITY
AND OUT OF TITLE PAY**

7.1 General Rules:

A. The attached salary guide shall be applied to all authorized classified positions, except when positions and salary are set by statute or professional service on specialized basis.

B. The minimum rate shall be the hiring rate for each job classification.

C. During the term of this Agreement, the attached wage schedules will not be reduced unless by agreement of both parties.

D. An employee who performs work in a higher classification than his own shall be paid the higher rate for all hours worked in the higher classification, however, an employee who performs the work of the Road Supervisor (a non-bargaining unit position), because the Road Supervisor is on vacation or otherwise is not available, shall receive \$2.50 (two dollars and fifty cents) per hour, in addition to the employee's normal rate of pay, for all such hours worked. (See Article I Recognition 1.4 for assumption of duties)

E. Salaries and wages shall only be paid weekly, however, the Union recognizes that certain factors may lead to fifty-two pay checks in one year and fifty-three in another.

7.2 Employees will be paid in accordance with the attached wage schedule.

7.3 Longevity pay will be paid as follows:

Two percent (2%) of Base Salary for first five (5) years of permanent service. One percent (1%) for every five (5) years thereafter. Effective date of longevity or computation purposes is January 1, 1969.

7.4 Wages:

All employees under this contract shall receive the following:

3.5% Effective January 1, 2005
3.5% Effective January 1, 2006
3.5% Effective January 1, 2007

New Hired and Grandfathered employees - shall move from \$19,235.48 to \$19,908.72 effective 1/1/05

ARTICLE VIII - SENIORITY

8.1 Except where New Jersey Civil Service statutes require otherwise, in all cases of promotion, demotion, layoff, recall, and vacation scheduling, employees with the greatest amount of seniority shall be given preference, provided in the case of promotion and recall that the employee is qualified to perform the work involved.

ARTICLE IX - RIGHTS AND PRIVILEGES OF THE UNION

9.1 Representatives of the Union shall be permitted to transact joint Union Management business on the premises so long as it does not interfere with assigned duties and so long as authority to transact such business is first obtained by the Union Shop Steward's immediate Supervisor.

9.2 No employee shall be allowed to be called in and have charges put against him by any Councilman or Committee of Council or Supervisor without being afforded the opportunity of representation by a Union Representative.

9.6 The Township agrees to allow (2) two paid Union days for Conferences or Steward Training, Township to pay the regular daily rate for that person designated by the Local as Shop Steward or member that will be attending any conference.

ARTICLE X - GRIEVANCE PROCEDURE

10.1 A “grievance” is a claim by an employee based upon the interpretation, application, or violation of this Agreement. Such grievance must be covered by a specific provision of this Agreement. A complaint with reference to matters not specifically included in this Agreement shall not be subject to the grievance procedure.

10.2 The processing of the grievance shall not interfere with the continuity, safety or efficiency of operations.

10.3 The grievance shall be processed as follows:

A. An aggrieved employee, or the Union shall institute action under the provisions hereof within five (5) working days of the complaint thereof, or within five (5) working days after the employee would reasonably be expected to know of its occurrence. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

B. In the presence of a Union Representative, should the grievant so desire, the aggrieved employee shall first discuss the grievance orally with the employee’s immediate Supervisor. A decision shall be rendered with ten (10) working days of said meeting.

C. If the grievance is not resolved to the employee’s satisfaction within ten (10) working days from the determination of the immediate Supervisor referred to in Paragraph B above, the employee and/or the Union may submit the grievance to the Township Administrator in writing, specifying:

1. The nature of the grievance;
2. The results of the previous discussions;
3. The basis of the dissatisfaction with the determination and the remedy sought.

D. A copy of the writing called for in Paragraph C above shall be furnished to the immediate Supervisor, the Union and to one designated by the Town Council.

E. Within ten (10) working days of the receipt of the written grievance (unless a different time is mutually agreed upon) the Township Administrator shall hold a hearing at which all interested parties shall have the right to be heard.

F. Within ten (10) working days of said hearing (unless a different period is mutually agreed upon), the Township Administrator shall, in writing, advise the employee and the Union of his determination and shall forward a copy of said determination to the designee of the Town Council and to the immediate Supervisor of the aggrieved employee.

G. In the event an employee is dissatisfied with the determination of the Township Administrator, the Union, may file an appeal with the Public Employment Relations Commission and request the appointment of an arbitrator. The Union shall file for Arbitration within thirty (30) working days of the final decision of the Township Administrator. The Arbitrator's decision shall be advisory only. The Arbitrator's fee shall be shared equally by both parties. The Arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by law or be without power or authority to add to, subtract from, modify or amend the terms of this agreement.

H. Discipline: discipline and discharge shall only be for just cause.

Grievances of minor disciplinary actions (five day suspensions or less) shall be filed directly at the Township Administrator level. No discipline which results in loss of pay shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety. Employee's receiving suspensions shall not have any holiday pay loss if the suspension is issued the day before or day after a holiday.

ARTICLE XI - MANAGEMENT RIGHTS

11.1 Subject to the provisions of this Agreement, the Township reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by Town Councils in the management of a Township.

11.2 The exercise of management rights, and compliance with applicable law and regulations, are specifically made non-arbitrable under this Agreement.

ARTICLE XII - PERSONAL DAYS

12.1 All employees shall receive three (3) paid personal days to be used by each employee for his/her own business. Such days shall be taken only upon a twenty-four (24) hour prior approval by the Supervisor, or if an emergent situation exists the employee shall notify the Supervisor as expeditiously as possible.

ARTICLE XIII - RETIREMENT

13.1 Any employee who retires, or retires due to medical reasons, disability, or regular retirement, shall receive all earned, unused and accumulated sick, vacation, personal and longevity monies due them. These monies shall be prorated. Sick time monies shall be paid at 50% (fifty percent) of all days, prorated to the date the employee retires, up to a maximum of \$7,000.00 (seven thousand dollars) for the years 2005 , 2006 and 2007.

Vacation time monies shall be paid at 100% (one-hundred percent) of all days unused, prorated to the date of retirement, retirement due to medical reasons, disability, or regular retirement with no maximum payment.

Personal days shall be paid at 100% (one-hundred percent) of all days unused, prorated to the date of retirement, retirement due to medical reasons, disability, or regular retirement, with no maximum payment.

Longevity shall be paid for the entire year, prorated to the date of retirement, retirement due to medical reasons, disability, or regular retirement.

13.2 Any employee who retires or retires due to medical disability reasons, as opposed to general resignation or discharge, prior to final settlement of this Agreement, shall receive all benefits derived under this Contract.

13.3 The Township shall provide for retirees the same medical coverage as described in Article XVIII Health Benefits up to the time Medicare/Medicaid becomes effective.

ARTICLE XIV - BEREAVEMENT LEAVE

14.1 An employee shall be excused for up to four (4) working days off with full pay for reason of death in the employee's immediate family. Immediate family shall include the following:

Father, Mother, Sister, Brother, Spouse, Son, Daughter, Step Child, Foster Child, Father-In-Law, Mother-In-Law, or significant other living in the employee's household.

An employee shall be excused for two (2) days off with pay in the case of death in the family to attend the burial. Family shall include the following: Aunt, Uncle, Grandfather, Grandmother, Daughter-in-Law and Son-in-Law.

ARTICLE XV - CLOTHING ALLOWANCE

15.1 It is understood that the Public Works employees shall receive a voucher, to be used at a vender mutually agreed upon. Said voucher shall be for the purchase of work shoes and work clothes. The Township reserves the right to designate uniforms by types and color which shall include navy blue work pants, navy blue work shirt and in the summer months a safety orange tee shirt if desired.

15.2 Each public works employee will receive a clothing allowance in the amounts listed below in each year of the contract.

2005	\$600.00
2006	\$600.00
2007	\$600.00

ARTICLE XVI - HEALTH AND SAFETY

16.1 The employer shall provide employees with:

- (a) tools or devices reasonably necessary in order to insure their safety and health.
- (b) rain gear and rubber pullover boots.
- (c) safety glasses, one plain and one sun.

16.2 For employees who need prescription safety glasses, the Township shall pay for one visit to an Optometrist of its designation and shall provide one pair of prescription safety glasses. The one visit to an Optometrist and one pair of glasses is in lieu of the two pairs of safety glasses provided to those street personnel who do not require prescription glasses under 16.1 above.

16.3 Health and Safety Committee: The Township and Union agree to establish a Health and Safety Committee to be comprised of one member of the bargaining unit and the Union Representative, the Road Supervisor, the Deputy Director, Township Administrator and the Director of Public Works or his designee. Said Committee shall meet on an as needed basis.

16.4 The employer shall at all times maintain safe and healthful working conditions for all employees.

ARTICLE XVII - UNION DUES AND AGENCY FEE DEDUCTIONS

17.1 Upon receipt of a signed dues deduction form, the Township shall deduct from an employee's weekly pay that percentage 1.154 of the base salary set forth in the signed authorization form. No dues shall be deducted from overtime or lump sum payment.

17.2 The Township agrees to deduct from the earnings of each employee Union member, dues, when said employee had properly authorized such deduction in writing. The Township will forward all dues deduction monies collected on a bi-weekly basis to the Treasurer of Communications Workers of America as listed below:

Communications Workers Of America, AFL-CIO
Local 1034
1 Lower Ferry Road
West Trenton, New Jersey 08628
Attn: Treasurer

A list of names, bi-weekly salary and amount of deduction will be included. The parties agree that for the term of this Agreement, in accordance with New Jersey Statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the Union shall pay an Agency Shop Fee equal to eighty-five (85%) of the dues, initiation fees and special assessments of the bargaining agent.

Such fees shall be deducted from the employees affected on the basis of authorization provided by the bargaining agent. This provision shall be effective upon the signing and ratification of this Agreement.

17.3 The Union shall indemnify, defend and save the Township harmless from and against any and all claims, suits, judgments and any other form of liability as a result of the Township making deductions in accordance with the foregoing provisions of the Article.

**ARTICLE XVIII - HEALTH BENEFITS
AND HEPATITIS B INOCULATIONS**

18.1 The Township shall arrange and pay for the following Group Health Plan:

Aetna US Healthcare plan or equivalent. Family coverage will be provided at no cost to the employee where the individual employee is married; or the responsible party for their child or children; otherwise individual coverage will be provided, at no cost to the employee.

18.2 The Township agrees to provide the members of the bargaining unit with a Prescription Plan, known as Bollinger, which shall take effect in contract year 1993. Said prescription plan shall have a \$3.00/\$6.00 co-pay. If the employer changes the plan the new plan must be equal to or better than the existing plan.

18.3 Effective January 1, 1985, the Township shall provide employees with family dental insurance coverage provided by Horizon, Blue Cross/Blue Shield or an equivalent coverage. The Township shall pay the total cost of such coverage provided that the premium per employee does not exceed \$ 75.00 per month. If the premium per employee should exceed \$ 75.00 per month, then the employee shall be responsible for the excess.

18.4 HEPATITIS B INOCULATIONS AND BOOSTER: The employer shall make hepatitis B vaccine inoculations available to all employees. Inoculations shall be administered by a provider designated by the Township and shall be paid for by the employer in full. Booster shots shall also be made available to all employees, administered by a provider designated by the Township and paid for by the employer in full.

**ARTICLE XIX - WORKER'S COMPENSATION
AND DISABILITY**

19.1 Effective, January 1, 1988, personnel are covered by State Temporary Disability Benefits (TDB).

19.2 Any employee covered by the provisions of this agreement who becomes sick or injured in the line of duty shall be granted full pay from the employer until the claim for worker's compensation is granted. If the claim is denied the employer shall be reimbursed the difference owed from the employees' sick, vacation or personal leave time. The Township agrees to pay the employees' under this agreement the difference between worker's compensation benefits and their regular pay.

ARTICLE XX - TRAINING AND CDL

20.1 The Township of Riverside feels there is a definite need to establish a training program for the employees in the Public Works Department so as to allow each employee in said department the opportunity to learn and become proficient in the operation of each piece of equipment. In training all employees to operate all the machinery the Township enhances the overall efficiency of the department by giving the Supervisor the opportunity to utilize a more versatile work force. In addition, the potential for upgrade is increased for everyone in the bargaining unit.

20.2 Specifics: EQUIPMENT	TRAINING PERIOD
Front End Loader - Equipment Operator	40 Hours
Back Hoe - Equipment Operator	40 Hours
Sweeper - Truck Driver	40 Hours
Tractor - Truck Driver	20 Hours
Snow Plows - Truck Driver	On the Job Training
Stump Grinder - Truck Driver	On the Job Training

Training on each piece of equipment shall be done by seniority and shall be conducted by the Road Supervisor or his designee. Upon completion of the specified number of hours of training an employee will become eligible for upgrade.

An individual who is already proficient on a given piece of equipment shall be exempt from training on said piece of equipment.

During the training period the trainee shall not be upgraded for operating the piece of equipment he/she is training on. Upon certification on a given piece of equipment individuals will be eligible for upgrade according to seniority rules.

The Township will set aside no specific period of the year for conducting training as it is the objective of this program to train whenever time permits.

The Township agrees training will be conducted for a full day at a time working conditions permitting.

20.3 Employees are entitled to receive full reimbursement (100%) for tuition and fees for course work taught by a certified technician that improves the employees job skills, only if the employee achieves a passing grade of at least a "C" upon completion of the course. The employee must have approval from the employer prior to applying for any course or educational program that would increase his/her education for their job. Employees shall also be reimbursed mileage at the IRS rate as well as any time lost from work for attending said educational programs or courses.

20.4 CDL - Any employee who is required to be certified or licensed in their present position shall be granted time off to take the necessary test if such test is scheduled during the normal work day. The employee shall suffer no loss in pay for attending. Employees attending requirements for CDL shall be entitled to mileage at the IRS rate. They shall have the registration fee paid in full. They shall also receive the difference in the cost from a regular license to the cost of a CDL license. Employees must submit the paid receipt to the employer showing the difference to receive this benefit.

ARTICLE XXI - JURY DUTY

21.1 The Township of Riverside shall pay employees scheduled for jury duty their wages when they are called for jury duty. They shall first advise their Supervisor and the Township Administrator of their scheduled jury duty assignment and present any documentation that the Jury Commission has requested of them. Employees shall turn in all compensation received from serving on Jury Duty in return for payment of their regular wages.

ARTICLE XXII - LEAVE OF ABSENCE/FAMILY LEAVE

22.1 All leave of absence requests and approvals shall be administered in a manner which is consistent with the Department of Personnel, the New Jersey Family Leave Act, and the Federal Family Leave Act.

22.2 Employees may use paid or unpaid leave from their own accumulated time for any of the Family Leave Acts.

ARTICLE XXIII - LAYOFF AND RECALL

23.1 If the employer institutes a layoff they shall do so under the rules and regulations of the Department of Personnel. Any recall instituted by the employer shall be in accordance with the Department of Personnel's Rules and Regulations.

ARTICLE XXIV - PENSION

24.1 All employees shall be enrolled in the Public Employee's Retirement System, (P.E.R.S.) And the employer shall follow all rules and regulations regarding retirement under P.E.R.S.

ARTICLE XXV - PERSONNEL FILE

25.1 All employees shall have the right to see all documents in their personnel file at the time of placement and/or upon their request. Requests must be in writing and should not be needed for more than two (2) times per year, unless due to document placement it is necessary to review the personnel file on a more regular basis. All employees shall have a copy of any documents in his/her personnel file at the time of placement and/or upon their request, at no cost to the employee.

25.2 The Union shall have the right to review and obtain copies of the personnel files of bargaining unit employees in order to carry out its statutory duties as the exclusive bargaining representative. Employees shall sign a release to the Union and Township prior to said review and request for copies. Employees' shall have a right to respond in writing to anything placed in their file.

ARTICLE XXVI - NO STRIKES

26.1 So long as this Agreement is in effect, the Union agrees that there will be no strikes, picketing, slow downs, deliberate curtailment of production, work stoppages of any kind or other interruption of Township's business, however, this does not prevent the Union from exercising any of its concerted rights or activities.

In the event one or more employees fail to abide by the provisions of this Article, the Township retains full right to take any disciplinary action it deems necessary, including discharge.

26.2 Employees engaging in a strike, picketing, slow down, deliberate curtailment of production, work stoppages of any kind or other interruption of Township operation shall not be entitled to any benefits contained in this Agreement which accrued during the period of such job action, however, this does not apply to any action taken by the union or its members during the time any employee is not regularly scheduled to work.

ARTICLE XXIX -MISCELLANEOUS

29.1 The Township and Union agree that each employee in the Public Works Department shall be required to have a telephone at his/her primary residence and shall be required to provide the Township with the phone number so as to allow the Township to contact said employee for overtime call-in or for emergency call in.

ARTICLE XXXI - SIGNATURE SHEET

THIS Agreement made by and between the Township of Riverside, and the Communications Workers of America, AFL-CIO, Local 1034;

WHEREAS, the parties after due negotiations and consideration did enter into an employment contract which covers the years; 2005, 2006, and 2007

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

1st day of March, 2005.

FOR THE UNION:

Carla A Katz
CARLA KATZ, PRESIDENT

Ruth L. Barrett
RUTH L. BARRETT
INTERNATIONAL REPRESENTATIVE

Florence Mc Namara
FLORENCE MCNAMARA
STAFF REPRESENTATIVE

Devin Kemp
DEVIN KEMP, SHOP STEWARD
NEGOTIATOR

Andrew Holt
ANDREW HOLT, NEGOTIATOR

FOR THE TOWNSHIP:

Charles Hilton
CHARLES HILTON, MAYOR

Eric Berry
ERIC BERRY, ADMINISTRATOR

Patricia Collinsworth
PATRICIA COLLINSWORTH
TOWNSHIP CLERK

ARTICLE XXXII - SALARY GUIDE

	<u>2005</u>	<u>2006</u>	<u>2007</u>
Senior Mechanic	43,026.79	44,532.73	46,091.38
Equipment Operator			
Starting	34,001.57	35,191.63	36,423.33
Step One	39,012.16	40,377.59	41,790.80
Step Two	44,761.14	46,327.78	47,949.25
Building & Grounds Maintenance	29,897.90	30,944.33	32,027.38
Truck Driver			
Starting	24,155.91	25,001.36	25,876.41
Step One	27,652.76	28,620.60	29,622.33
Step Two	33,559.53	34,734.12	35,949.81
Laborer			
Starting	19,908.72	20,605.53	21,326.72
Step One	22,247.90	23,026.58	23,832.51
Step Two	23,760.69	24,592.32	25,453.05