

A G R E E M E N T

BETWEEN

**THE TOWNSHIP OF SOUTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY**

AND

SOUTH BRUNSWICK PUBLIC WORKS EMPLOYEES ASSOCIATION

January 1, 2013 through December 31, 2016

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THIS AGREEMENT, made this ~~28~~ day of *May*, 2013, between the TOWNSHIP OF SOUTH BRUNSWICK, a municipal corporation and body politic of the State of New Jersey, and the SOUTH BRUNSWICK PUBLIC WORKS EMPLOYEES ASSOCIATION;

WITNESSETH:

WHEREAS, the parties have completed negotiations on terms and conditions of employment pursuant to the New Jersey Employer-Employee Relations Act;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

DEFINITIONS

The following terms used throughout this Agreement are defined as follows:

MANAGER: The Township Manager.

DIRECTOR: The Director of Public Works or the Director of Utilities, or their authorized designees.

EMPLOYEE: The employees of the Public Works Department and the Utilities Department covered by this Agreement.

PERC: The Public Employment Relations Commission, State of New Jersey.

PPPM: The Personnel Policy Procedures Manual of the Township.

SENIORITY: The employee's most recent period of continuous service within the Unit.

TOWNSHIP: The Township of South Brunswick.

ARTICLE II

UNIT DESIGNATION

The Township recognizes the Association as the exclusive representative for all full-time employees of the Department of Public Works and Utilities Department of the Township, excluding supervisors, part-time employees and managerial executives, and confidential employees, as defined by the New Jersey Employer-Employee Relations Law, N.J.S.A. 34:13A-1 et seq.

ARTICLE III

MANAGEMENT RIGHTS

A. The Employer 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 rights:

1. The executive management and administrative control of the Township and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to make job descriptions, 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. The Township agrees to meet and confer with the Union of the subject matter of this paragraph.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
4. To hire all employees, to promote, transfer, assign or retain employees.
5. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
6. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices in the furtherance

therewith, and the use of judgment and discretion in connection therewith, shall be limited only the specific and expressed terms hereof 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 Employer of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any national, state, county or local laws or regulations.

ARTICLE IV
PAST PRACTICES AND POLICIES

Except as explicitly amended by the collective negotiations agreement between the parties, all personnel policies of the Township as provided for in Chapter III of the Revised General ORDINANCES of the Township of South Brunswick, and specifically, the Personnel Policy Procedure Manual (“PPPM”), shall remain in effect, unless it is inconsistent with the terms of this contract in which case the contract shall control. There shall be no change in negotiable terms and conditions of employment as specified in this manual, or as provided in past practices, or contained within the terms of the collective negotiations agreement between the parties, unless there has been prior negotiations with the Association. The Township agrees to give reasonable notice of a proposed change in the PPPM to the Association.

ARTICLE V

ASSOCIATION RIGHTS

1) **Leave Time For Association Business**

A Negotiation Committee, consisting of no more than five (5) employees within the unit, shall be allowed to take time off from their assignment, with pay, if required to attend negotiation sessions with the Township Negotiation Committee during their normal tours of duty. Also, the President of the Association, or his designee, shall be given up to a total fifty (50) hours to attend to other Association business, including the preparation of Association proposals, conferences with other members of the unit and the Association attorney, attendance at seminars and educational programs related to Association activities, and attendance at grievance and arbitration proceedings.

2) **Dues Checkoff**

The Township shall continue a dues checkoff system for all employees within the unit, who are members of the Association, in conformance with N.J.S.A. 52:14-15.9(e).

ARTICLE VI
WORKWEEK – OVERTIME

1) **Workweek**

The standard workweek shall be based on an eight (8) hour day and forty (40) hours for the workweek. All blue-collar employees shall be guaranteed forty (40) paid hours of work in any one (1) workweek. The Township retains the right to adjust the employee's workday in order to fulfill its management responsibilities but such adjustment shall not impinge on the length of the workweek or workday.

2) **Overtime**

Time and one-half shall be paid to all employees who work at times other than their assigned tours of duty except on Sundays and Township observed holidays. Overtime for Sundays and holidays shall be paid at the rate of double time.

If an employee works a schedule that provides for regular off days other than Saturday or Sunday, the double time pay for Sunday will apply when the employee works on that day which is his/her second day of rest.

If employees are required to continue working when Township facilities are shut down and all other employees except police are released from duty, they will receive pay at the overtime rate of time and one-half for regular hours normally paid at straight time starting at the time of shut down.

3) **Rest Time**

When it is necessary for an employee to be called in to work within 7 ½ hours of the employee's normal reporting time and provided the employee has worked at least 2 consecutive hours, the Township agrees that the employee shall be given one hour of rest

time for every hour worked during the aforesaid 7 ½ hour time period.

The director, or his designee, shall make a good faith effort to schedule each member's rest period to commence at the start of his/her next regular tour of duty or prior to its completion with due regard to the maintenance of the work force. The Township shall not be arbitrary and capricious in denying such utilization.

4) **Compensatory Time**

An employee may, at his/her sole discretion, elect to accumulate compensatory time in lieu of overtime. Each employee may accumulate a maximum of one hundred twenty-eight (128) hours of compensatory time during a calendar year. Compensatory time may be carried over from year to year subject to the maximum limitations of one hundred twenty-eight (128) hours set forth herein and upon notice to the Township given by December 31st of each year. Compensatory time is accrued at one and one-half (1.5) the hours worked, unless said time is accrued at double time (2 times hours worked) according to the rules set forth in Paragraph 2 (Overtime) above, rounded to the nearest quarter-hour. Any compensatory time not used may be cashed out by the employee at the rate of straight time of the employee's rate of pay at the time of the cash-out request which request shall be made by December 31st of each year. Payment for such compensatory time shall normally be made by the 2nd pay period of February of the next calendar year. This cash-out may be for partial or total accumulated compensatory time. All requests for compensatory time must be submitted in writing two days in advance (unless an emergency) for approval by the Director of Public Works or the Utilities Director, or their respective designees. Approval for the scheduling of when compensatory time may be used during the calendar year is at the discretion of the Director, however an employee shall have the right to use any

compensatory time he or she may have accumulated prior to the conclusion of that calendar year. Such time may only be taken in blocks of two (2) hours or greater.

ARTICLE VII
VACATION LEAVE

- 1) Vacation leave with pay shall be granted to all full-time employees of the unit hired prior to January 1, 2013 in accordance with the following schedule:

DAYS OF VACATION	YEARS OF SERVICE
One (1) day per month	Four (4) or less
Seventeen (17) days per year	Five (5) or more
Nineteen (19) days per year	Ten (10) or more
Twenty-one (21) days per year	Fifteen (15) or more
Twenty-three (23) days per year	Twenty (20) or more
Twenty-five (25) days per year	Twenty-five (25) or more

Employees hired on or after January 1, 2013 shall have the following vacation schedule:

Days of Vacation	Years of Service
1 day per month	4 years or less
15 days per year	5 years or more
17 days per year	10 years or more
19 days per year	15 years or more
21 days per year	20 years or more
25 days per year	25 years or more

2) **Carry Over Vacation**

Employees may carry over up to ten (10) accumulated and earned vacation days into the next calendar year.

- 3) The provisions of the Vacation Leave Policy as provided on the PPPM shall apply where applicable.

- 4) If the employees want to carry over more than 10 vacation days, the employees must

make such request by December 1st to the Department Head and such request must be approved by Department Head and Manager in writing.

- 5) Vacation leave shall be pro-rated during first and last year of service.
- 6) Director's decision not to grant vacation days during probationary period shall not be grievable.
- 7) Any employee on unpaid leave of thirty (30) days or more shall have his vacation time pro-rated for the time of said leave.

ARTICLE VIII

SICK LEAVE

The Sick Leave Policy as provided on the PPPM shall apply except for the following:

1) **Maximum Cash Award**

The maximum cash award for accumulated sick leave shall be \$20,000 based upon employee's normal rate of pay.

- a. **Benefit at Retirement:** Fifty (50) percent of accumulated sick time.
- b. **Benefit Upon Separation:** Twenty-five (25) percent of accumulated sick leave for employees with less than five (5) years of service; thirty-three (33) percent of accumulated sick time for employees with five (5) or more years of continuous service; fifty (50) percent for employees with more than ten (10) years of continuous service.
- c. **Benefit – Employee Death:** In the event of the death of an employee, one hundred (100) percent of accumulated sick leave shall be paid to the designated beneficiary of the employee or, to his/her estate subject to maximum award limit.

2) **Sick Leave Incentive Plan:** In order to discourage the unnecessary use of sick time and to encourage the accumulation of sick leave, the Township agrees to provide for the duration of this Agreement, the following Sick Leave Incentive Plan:

- a. Effective 1/1/08 employees with one year or more of service who use seven (7) or less sick leave days in the calendar year, shall be compensated for the unused days at the rate of ten (\$10.00) dollars per day.

(1) Effective 1/1/08 employees with one year or more of service who have used three or less sick days by the end of the current year, shall be compensated for all the current year unused sick days at the rate of fifteen (\$15.00) dollars per day.

Unused sick days will continue to accumulate.

- b. An employee hired prior to December 1, 1998 who as of the end of the year has accumulated fifty (50) or more sick days, shall have the option of being paid forty (\$40.00) dollars per day for each of his fifteen annual sick days not used in the year. Employees hired on or after December 1, 1998 must have accumulated seventy-five (75) sick days to be eligible for this benefit. Employees electing this option shall not receive credit for the days “cashed in,” i.e., no accumulation of days for which payment is received. An employee declining the option will receive credit for the days not used. EXAMPLE: An employee who has fifty-five (55) accumulated sick days at the end of December 31, 1984, and who in 1985 uses six (6) days of his annual allocation of fifteen (15) days, shall have the option of receiving payment in 1986 of \$40 for the nine (9) days not used in 1985 and not accumulating them, or alternatively, electing to accumulate the nine (9) days to his/her total sick leave time accumulation. If the employee chooses to receive payment for them, his/her accumulated sick time at December 31, 1985 remains at fifty-five (55); if he/she decides to accumulate the balance, the total is adjusted to sixty-four (64). Effective 1/1/09 the incentive plan shall be modified to provide that eligible employees may sell back 5 days at \$100 per day and in 2010 eligible employees can sell back up to 7 days at \$100 per day.
- c. Payment of the benefits provided for in sections “a” and “b” shall be not later than March 1 of the year following the determination of eligibility and sick time use.
- d. An employee who is discharged or who resigns because of pending disciplinary actions, shall not be entitled to the aforementioned benefits.

3. **Miscellaneous**

- A. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- B. An employee who calls in sick to engage in outside employment shall be subject to disciplinary action.
- C. The incentive plan is only applicable to the fifteen (15) allotted sick days.
- D. An employee must submit a physician's written certification upon request. Failure of the employee to submit the medical certificate could result in the sick leave absence being disapproved and the absence charged to absence without pay. A Department Head in an appropriate case may request an employee to submit to a medical examination at Township expense by a physician selected by the Township for the purpose of establishing the degree of incapacity of an employee's ability to resume the duties of the position.

E. **Verification**

- 1. Sick leave is hereby defined to mean absence from work because of personal illness, or illness of employee's family in his household who requires care. The employee may request sick leave for family residing outside of the home, if recommended by the Department Head with approval by the Manager which shall not be unreasonably denied.
- 2. All full-time employees covered by this Agreement shall be granted sick leave with pay in the amount of one and one quarter (1 ¼) working days for every month of service during their first calendar year of service and last calendar year. New employees hired between the first and fifteenth of the month shall earn one

and one quarter (1 ¼) days of sick leave for the first calendar month of their employment. New employees hired after the sixteenth of the month shall begin accruing sick leave as of the next calendar month. On January 1 of the next calendar year and on January 1 of every succeeding calendar year, the employee shall accrue fifteen (15) sick days.

3. If, upon termination, an employee has used more sick leave than accrued the Township will deduct from the employee's last paycheck, an amount equal to the rate of pay for the sick leave taken in excess of the amount earned.
4. Medical verification may be required. Such shall not be arbitrary and capricious. If employee is sent to Township Doctor such expenses shall be paid pursuant to Paragraph 11.
5. An employee is required to notify the Department Head or his designee as early as possible, but no later than fifteen (15) minutes following the start of the scheduled work shift or a reasonable time in the case of an emergency. Failure to give notification, as required may result in loss of sick leave pay.
6. In charging an employee with sick leave, the smallest unit to be considered is one hour.
7. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday.
8. Habitual unjustified absenteeism or tardiness may be cause for discipline up to

and including discharge.

9. Any employee who calls in sick for the purpose of engaging in outside employment shall be subject to disciplinary action up to and including discharge.

ARTICLE IX

PERSONAL DAYS/HOLIDAYS

A. The Township hereby designates the following holidays:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Election Day

Thanksgiving Day

Friday following Thanksgiving

Christmas Day

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

C. Should an official holiday occur while an employee is on sick or vacation leave the employee shall not have that holiday charged against sick or vacation leave.

D. All Employees shall receive three (3) personal days each year. A request for a personal day shall be submitted in writing to the supervisor and/or Department Head with as much advance notice as practicable. Personal days shall be utilized by December 31 and cannot be carried over to the next year, if not used.

1) Employees hired after January 1, 1994 shall receive one (1) personal day their first

year of employment; two (2) days during the second year of employment and three (3) days per year during their third calendar year of employment and thereafter.

ARTICLE X

MATERNITY LEAVE

- A. When necessary, maternity leave, without pay, shall be granted for a period not to exceed one year.
- B. Employees may elect to use sick and/or vacation time for maternity purposes providing the total leave, including creditable sick leave, does not exceed one year.
- C. Employees on such maternity leave shall be entitled to reemployment without prejudice.
- D. An employee requesting maternity leave must apply in writing to the Department Head. The maternity leave shall become effective upon endorsement by the Department Head and approval by the Township Manager.

ARTICLE XI

BEREAVEMENT LEAVE

- A. Each full-time employee may be granted, upon approval of such employee's Department Head, time off with pay, not to exceed four (4) working days from the day of death or day of funeral, in the event of a death in his immediate family. The term "immediate family" for the purposes of this policy shall mean the father or mother, current wife or current husband, brother or sister, current mother-in-law or current father-in-law, current brother-in-law, current sister-in-law, grandchild and grandparents of the employee. Employees are granted one (1) working day for the death of an aunt/uncle for attending the funeral. In the case of spouse or child such leave shall be up to five (5) working days.
- B. After the expiration of either the four (4) days or one (1) day of bereavement leave, each full-time employee has the option of using accumulated vacation and personal days in order to extend his/her time off due to extenuating circumstances resulting from the death of a spouse or child. If an employee has four (4) or less days remaining, he/she shall have the right to charge against next year's vacation and personal days, the difference between the number of days he/she has remaining and five (5) days. If an employee has no vacation or personal days remaining, then he/she shall have the right to take up to five (5) days advance leave against the next year's vacation and personal days' entitlement as selected by the employee, upon application.
- C. Reasonable verification of the death may be required by the employer.

ARTICLE XII

LEAVE FOR JURY DUTY/COURT

- A. Any permanent full-time employee who is subpoenaed for jury duty as certified by the clerk of the court shall be paid by the Township his/her daily rate of pay. The employee shall turn over any monies received from the court for such jury duty. The employee shall notify the Department Head upon receipt of a summons for jury duty. If an employee is dismissed prior to 1:00 p.m. the employee will be obligated to return to work that day in order to receive pay for that day. The Township will not be liable to pay an employee under the provisions of this provision if he/she volunteers for such court duty.
- B. A full-time employee subpoenaed as witness in a civil or criminal case, not involving his/her capacity as an employee, will be granted paid leave for that period of time in which he is officially involved with the court in such capacity. The employee shall reimburse the Township for any compensation received while in court other than meals, lodging or expense incurred due to travel. The employee shall return to his assignment or job with the Township on a normal workday if he is dismissed or released from court or jury duty prior to or at 1 p.m. on such workday.
- C. An employee subpoenaed will not be granted paid leave if he/she is involved as a party to civil or criminal proceedings or violations of motor vehicle law.

ARTICLE XIII

GRIEVANCE AND ARBITRATION PROCEDURES

A. A grievance is a dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement or the application of any rules, regulations, ordinance and/or statute which actually affects working conditions and shall be settled in the following manner:

Step 1. The Union Representative, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) workdays of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the Union Representative within five (5) workdays. If the grievance or dispute is not taken up in accordance with this provision within five (5) work days of its occurrence or within five (5) work days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

Step 2. Within five (5) work days of the oral or written answer from the immediate Supervisor, if the grievance is not resolved, the employee or the Union shall file a written grievance to the Department Head or Director, setting forth the facts of the dispute and the contract provision in question. The Department Head or Director will arrange a meeting with the employee and the Local Union Representative not later than five (5) workdays following receipt of the written grievance to attempt to resolve the grievance. The Department Head or Director shall give a written answer to the employee and Representative not later than five (5) workdays following the meeting.

Step 3. If the grievance still remains not settled, it shall be presented, in writing,

within seven (7) workdays to the Township Manager. The Township Manager, or his/her designee, will meet with the Representative and employee within ten (10) workdays of receipt of the grievance. The Township Manager, or his/her designee, shall respond in writing within five (5) workdays following the meeting. If the grievance is not presented in writing, in accordance with this provision, within seven (7) workdays, it shall be deemed abandoned. Time lost from work to process the grievance, and such discussion or meeting by the grievant and the Union Representative will result in no loss of pay (no overtime liability). The Association may introduce a grievance at a Step level where the relief sought can be granted but the grievance still must be presented within the time periods set forth in Step 1.

ARBITRATION: If the grievance is still unsettled, the Union may, within ten (10) workdays after the Step 3 reply, request binding arbitration. Such request to be submitted to the Public Employment Relations Commission with a copy served on the other party. In the absence of a timely request as required herein, the grievance shall be deemed abandoned. The arbitrator shall be selected/designated in accordance with the procedures of P.E.R.C. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, and render his award in writing which shall be final and binding. The arbitrator's decision cannot add to, subtract from, or modify this contract. The cost of the arbitrator's fee shall be shared by the employer and the Union. Time extensions may be mutually agreed to by the parties.

ARTICLE XIV
OUTSIDE EMPLOYMENT

- A. The employees recognize that their primary employment responsibility is to the Township and will therefore be available, immediately following tours of duty, upon reasonable notice by the Township, if they are called back to perform service on an emergency basis at hours other than during their normal tours of duty. Employees will advise the Director of Public Works of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Director may recall them back to work in the event of an emergency.
- B. Full-time employees shall not accept outside employment or engage in outside business activities without prior notification and approval of the Director. No application for permission to accept outside employment shall be granted if there is any reasonable probability that such outside employment will interfere with an employee's performance or compromise an employee's position with the Township through a conflict of interest or if, in the case of a full-time employee of the Township, such outside employment shall exceed twenty (20) hours per week. Applications for permission to accept outside employment shall be made in writing to the Director, who shall forward the request with a recommendation to the Township Manager. The application shall set forth pertinent information concerning the type of employment to be engaged in, the name and address of the prospective employer, and the hours of such employment.

ARTICLE XV

RULES AND REGULATIONS OF THE DEPARTMENT

- A. Subject to the approval of the Township Manager, a department head may, from time to time, establish, amend, and supplement rules and regulations for governing the internal operations of his or her department and the conduct and decorum of its personnel. The Township shall not under take new rules and regulations which effect terms and conditions of employment as set forth in this labor contract unless same has been first negotiated with the Association.
- B. Such departmental rules and regulations shall be consistent with New Jersey State Statute, the Personnel Policies and Procedures, and any other Township ordinance or contract.
- C. The rules and regulations shall be in writing, signed by the head of the department and approved by the Township Manager and shall be filed in the Office of the Township Clerk.
- D. They shall be binding on all persons subject to the jurisdiction of the department.
- E. A written copy of such rules and regulations shall be distributed to personnel of the department affected and shall be posted in the headquarters of the department. Copies shall be available upon request.

ARTICLE XVI

CLOTHING ALLOWANCE/MAINTENANCE

1. Allowance

- A. All eligible employees will receive an annual clothing and cleaning allowance of \$1,050 for each year of this Contract. This allowance shall be used for the purchase of required uniforms and shoes and maintenance of same.
- B. Payment of the allowance shall be by the first pay in February.
- C. Safety gear, rain gear and gloves shall continue to be provided by the Township.
- D. Meter readers shall not be required to wear safety shoes when assigned to meter reading. Non-safety shoes must be approved by the supervisor.
- E. Any employee on an unpaid leave of thirty (30) days or more shall have his clothing allowance pro-rated for the period of said leave. Adjustment shall be deducted from next year's clothing allowance only.

2. Maintenance

- A. The Association agrees that each employee covered by this Agreement shall maintain a presentable appearance. Presentable appearance shall be defined as follows:

Shirts - solid light blue with no writing or pictures other than the Township patch worn on the left sleeve, an American flag worn on the right sleeve or the employee's name above the left pocket.

Pants - solid blue (full length only).

Jackets - solid blue (including winter coat).

T-shirts - solid white or solid blue (no writing or pictures).

Coveralls - blue only.

Short pants may be worn to work at the discretion of the supervisor whose decision is final and not subject to grievance or arbitration.

Shoes - safety shoes according to ANSI standards.

Sweatshirts, vests, etc. - solid blue.

- B. Dirty, severely stained, torn or ripped shirts or pants shall not be worn when reporting to work until properly mended or cleaned.
- C. Although not included as proper attire, each employee may request up to ten Township insignia patches be provided in any given year.
- D. Any employee reporting for work not properly attired or whose uniform is in gross disrepair shall be sent home without pay. He or she may return within one hour in proper attire with only loss of said hour's pay. For a second offense within any twelve-month period an employee will be sent home without pay for two days. A third offense within that same twelve-month period may result in disciplinary action up to dismissal. An employee suspended under this clause shall have the right to appeal to the Manager within five (5) days of the notice of suspension. The specific penalties above shall not be applicable when the employee has other disciplinary actions on his record. The penalties above are only applicable to uniform violations under this paragraph.
- E. With employee safety in mind, employees will be required to wear orange safety vest, viewed from front and rear, while working on or near roadways. Hard hats will also be required while working in trenches or beneath equipment.

3. New Employees

- a. Whenever the Township hires an employee for full-time work, subject to the six (6)

month probation period, said employee shall not be entitled to the normal clothing/maintenance allowance provided regular association employees. However, the Township shall provide a full set of uniforms, consisting of five (5) shirts long sleeve, five (5) pairs of pants, one (1) coat, one (1) work jacket and one (1) pair of (safety shoes according to ANSI standards). All new employees who fail to satisfactorily complete the six (6) month probation period and are terminated shall be required to return the uniforms and equipment aforementioned. Payment of final wages and any other monies due shall not be made until said employee turns in the clothing and equipment.

- b. If the beginning date of employment is prior to July 1, of any given year, the employee shall not be entitled to any additional clothing/maintenance allowance for the remainder of that year, but shall be entitled to the normal annual clothing/maintenance allowance in the following year. If employment occurs on or after July 1, of any given year then for the following year the employee shall receive one-half of the regular clothing/maintenance allowance provided Association employees. In each year thereafter, the employee shall receive the normal clothing/maintenance allowance.

ARTICLE XVII
HEALTH BENEFITS

1) The Township agrees to provide medical coverage for all eligible employees and their eligible dependents in accordance with the terms, conditions and definitions of the policies of insurance set forth in the Horizon Blue Cross/Blue Shield Plans as those Plans may be amended or modified. Employees covered hereunder shall pay contributions by way of payroll deduction to the cost of health insurance premiums, including prescription, dental and vision care, based upon pensionable base salary in accordance with the provision of P.L. 2010 c. 2 and P.L. 2011 c. 78 which are incorporated by reference as if set forth herein at length. The Township shall provide the following Horizon Plans: DA 7(10); DA 7(15); POS 10; and DA15/25. DA refers to Direct Access and POS refers to Point of Service. The numbers in parentheses refer to the amount of co-pay for that particular plan. Employees selecting the DA 7(10) shall pay the difference in cost between that plan and DA7(15) to the Township by way of payroll deduction in addition to the P.L. 2010 c. 2 and P.L. 2011 c. 78 contributions.

There shall be a maximum co-pay for doctor visits for employees enrolled in Direct 15 which shall be in the amount of \$20.00 per visit. If a co-pay in excess of \$20.00 is established during the term of this contract, the Township will reimburse the excess to eligible employees on a quarterly basis. Eligible employees shall submit proof of payment by the 15th of the month preceding the end of the quarter and will be paid by the end of the succeeding month.

The Township shall continue the existing dental plan for employees covered by this agreement with the "base plan" of \$1,500.00 per year to be paid for by the Township and the option to buy up for additional coverage of \$1,500.00 through payroll deduction to be set forth.

2) Short-term Disability: Effective 8/1/02 PWEA employees shall be eligible to participate in the identical Short-term Disability plan as is offered to AFSCME employees. The Township's

contribution to the disability plan is capped at \$8.00 per month. 3) Insurance Carriers; Change

The Township has the right to change insurance carriers so long as the same or substantially similar benefits are provided and the overall benefit levels remain the same. The Association shall be provided with an opportunity to review a proposed change at least 60 days prior to the effective date of the change. Any unilateral change in the prescription drug program initiated solely by carrier shall not be considered change in the Township benefit level.

4) Vision Plan

There shall be a \$32.25 benefit to be provided to defray the cost of a glaucoma test if not given as part of a regular eye exam. All employees who do not elect to join an HMO shall enjoy the following vision care plan:

Vision Care Schedule for Self-Insured Plan:

	<u>Maximum</u>
<u>Payment</u>	
Examination.....	\$ 55.50
Lenses, Pair	
Single Vision.....	\$ 45.00
Bifocal.....	\$90.00
Trifocal/Progressive.....	\$111.00
Lenticular.....	\$144.00
Contact Lenses:	
If, following cataract surgery, or when visual acuity cannot be Corrected to 20/70 in the better eye by convention lenses.....	\$201.00
Other Contacts.....	\$90.00

Frames.....	\$45.00
Glaucoma, if not part of regular exam.....	\$32.25

5) Prescription Plan

The Township shall provide a prescription plan for all eligible employees and their eligible dependents through the Horizon Blue Cross/Blue Shield Plan as that Plan may be amended or modified. Employees shall be fully responsible for all co-payments required under the terms of the Plan. The only exception to the employee obligation to pay all co-payments is that increases in co-pay beyond \$9.00 per 30-day supply of generic drug sold retail and \$30.00 per 30-day supply of brand name drug sold retail and \$10.00 per 90-day supply of generic drug sold mail order and \$30.00 per 90-day supply of brand name drug sold mail order shall be reimbursed by the Township on a quarterly basis as set forth above.

6) Retirement

- a. Retirees who do not have the years of service required for paid medical benefits shall have the option of continuing insurance coverage by paying the Township the amount of the premium required to continue coverage. It is understood the Township will provide this benefit contingent upon the insurance carrier permitting same. Retiree medical and prescription benefits shall be as authorized per the insurance program in effect for active employees.
- b. Consistent with the provision of P.L. 2010 c. 2 and P.L. 2011 c. 78, the Township agrees to provide medical and hospitalization insurance inclusive of the Horizon Prescription Drug Program to any employee and eligible family (spouse and dependents up to age 26) who retires after twenty-five (25) years of service within PERS with at least 15 years of service the Township and/or ordinary and accidental

disability retirement until the employee is eligible for Medicare. If the employee retires with 30 or more years of service within PERS with a minimum of 15 years service with the Township, the retiree and eligible dependents shall receive benefits as listed above plus dental insurance until eligible for Medicare. The retiree may pay the difference to cover dental insurance if the retiree is not eligible for such coverage. If the retiree has other health insurance coverage, the retiree agrees to make the Township policy secondary. Upon eligibility for Medicare, the Township will pay for a supplemental Medicare policy for the retiree and spouse only. Well care as set forth in Section 6 of this Article shall be provided to the retiree and eligible family as defined in Paragraphs c and d of Section 7 of this Article if it is not otherwise provided under the selected coverage. If the supplemental medicare policy does not provide the well care benefits set forth in Section 6, the Township shall continue to provide well care coverage.

- c. If an employee or retiree dies "off the job," the family shall receive medical and hospitalization insurance coverage for a period of five years or until the spouse remarries or obtains employment which provides medical and hospitalization insurance coverage. If the employee dies on the job, the family shall receive 10 years medical and hospitalization insurance or until the surviving spouse remarries or gets other employment which provides medical hospital insurance coverage.
- d. With respect to paragraph b, such supplemental Medicare coverage shall make the retired employee's medical and hospitalization coverage substantially similar to the current employee's medical and hospitalization coverage.

7) Volunteer Benefits

A volunteer responding to South Brunswick Township duty will be provided with death benefits identical to the death benefits for active duty, i.e., health benefits, life insurance and any other benefits provided under the control of the Township.

ARTICLE XVIII

MERIT INCREASES/RECLASSIFICATIONS

- 1) Reclassifications recommended and approved during the annual employee evaluations, shall be effective January 1 of the succeeding year. Reclassification resulting from a newly created position shall entitle employee to receive pay increase effective the date the position is funded rather than January 1 of the succeeding year. All reclassifications must receive the approval of the Manager and Township Council. A reclassification will be at least a 5% increase in pay provided such increase does not exceed the maximum hourly rate of the applicable salary range.

ARTICLE XIX

STABILITY PAYMENTS

- A. All full-time Township employees employed prior to January 1, 1983, holding positions or offices allocated to the classified service and paid annually or hourly, shall receive a salary or wage stability increase based upon years of continuous service and percentage of the employee's base pay and computed as follows:
1. After completion of five years, four percent.
 2. After completion of eight years, six percent.
 3. After completion of 11 years, eight percent.
 4. After completion of 15 years, ten percent.
- B. All personnel employed prior to January 1, 1979, shall be entitled to receive upon the completion of three years of continuous service, a salary or wage stability increase computed at the rate of two percent of the employee's base salary.
- C. Stability payments shall not exceed \$5,000 per year.
- D. Employees employed after December 20, 1977, having an anniversary date between November 15 and January 1 shall for the purpose of stability payments have an anniversary date of January 1, of the year succeeding actual employment.
- E. Those employees holding positions prior to December 20, 1977, and having an anniversary date between November 15 and January 1 of the succeeding year, shall for the purpose of stability payments, have an anniversary date of November 15 of the year they first held a position or office allocated to the classified service.
- F. Continuous employment service shall mean continuous and full time employment by the Township without breaks in service from year to year except for annual vacation, earned

sick leave, service in the United States Armed Forces, and authorized leaves of absence up to one year.

G. All Township employees transferred from South Brunswick Municipal Utilities Authority on September 1, 1971, shall be considered Township employees from the date that they were employed by the South Brunswick Municipal Utilities Authority and shall receive stability payments based upon their prior authority employment.

H. For all employees hired after January 1, 1983, but prior to December 1, 1998, the following schedule of benefits shall constitute the Longevity Plan.

<u>Years of Service</u>	<u>Payment</u>
5	\$ 650.00
10	\$1,000.00
15	\$1,500.00
20	\$2,000.00
25	\$2,500.00
30	\$3,500.00

I. Employees hired on or after December 1, 1998 shall not be eligible for longevity plan benefits or stability payments.

J. For all employees employed prior to January 1, 1983, the existing Longevity Plan, as provided in the PPPM, shall continue with the exception that no employee shall be entitled to receive more than \$5,000 in longevity pay in any given year.

K. Such payments shall be paid on a biweekly basis. Such calculation shall be made by dividing yearly stability payment into biweekly checks to be received within a given year and applied equally to each check.

L. Payments shall commence upon attaining anniversary date.

ARTICLE XX
JOB OPENINGS/POSTING PROCEDURE

Conditions for Posting:

- A. Vacancy: Vacancy in existing or added position - position must be posted for five (5) days. All applicants shall be interviewed by the Director of Public Works or Utilities (or their designee) making the hiring recommendation.
- B. Reclassification: When an existing filled position is upgraded from a lower grade to a higher grade. The lower grade position is abolished and replaced with a higher-grade position. The position must be posted for five (5) workdays. All applicants shall be interviewed by the Director of Public Works or Utilities (or their designee) making the hiring recommendation.

Posting Procedure:

- A. All notices of job openings in the Township operations shall be posted sufficiently in advance of the anticipated hiring date and in no event less than five (5) workdays. Nothing herein shall preclude the Township from responding to emergency conditions.
- B. The posting procedure for the unit shall be as follows:
 - 1. All employees who have been in their current position for at least six (6) months but less than 1 year may bid to a lateral transfer or demotion.
 - 2. All employees who have been in their current position for one year or more may bid on any vacant positions.
 - 3. All items required to be posted herein shall be so posted for at least five (5) workdays on the Public Works Employees Association bulletin board and a

written notice provided to the unit's President via the in-house mailbox for PWEA. The posting shall state all requirements for the position.

4. All unsuccessful candidates who were interviewed for a posted position shall receive written notification.

ARTICLE XXI

SALARY AND WAGES/EDUCATION BENEFIT

1) Increases:

Except as set forth herein, each employee shall move horizontally and vertically on the salary guide (which is attached as Appendix A and is consistent with the current PWEA salary ordinance) on January 1 of each calendar year. However, if an employee does not receive a “satisfactory” rating on his evaluation, his vertical increment shall be frozen for a period of 60 calendar days during which the employee will be reevaluated. If the employee reevaluation is “satisfactory,” then he shall receive his vertical increment retroactive to January 1 of that year. If he does not receive a “satisfactory” reevaluation, and he does not receive his increment and/or he is disciplined, such action shall be subject to the grievance and arbitration procedure.

Effective January 1, 2009 employees in Category 35 who have completed Step 11 and are eligible for movement to Step 12 are entitled to move to Step 13 provided they have received a satisfactory performance evaluation and when employees are eligible to move to Step 14 they shall be entitled to move to Step 15 upon receipt of a satisfactory performance evaluation. Employees hired or transferred into Category 35 on or after January 1, 2013 shall not be eligible for movement from Step 11 to Step 13 or from Step 13 to Step 15, but instead shall move one step only per calendar year based upon a satisfactory performance evaluation.

Each employee shall receive his/her evaluation not later than December 15. Reevaluations shall be completed by March 1.

New employees hired between January 1 and June 30 who successfully complete their probationary period will receive their vertical increment on the next January 1; and new employees hired between July 1 and December 31 who successfully complete their

probationary period will receive their vertical increment on the next July 1. Thereafter, all such new employees will be on a January 1 increment date.

2) Wage Computation

Employees covered by this Agreement are paid on an hourly basis bi-weekly based upon an 80-hour pay period (8 hours a day).

3) Promotion

A promotion will result in at least 5% salary increase effective on the date of promotion provided such increase does not exceed the maximum hourly rate of the applicable salary range including senior positions.

4) Senior Position

Employees who have attained at least three (3) years of service in a position and have been at the top of the salary range for at least three years in that position, shall advance to the "senior" position the January 1st on which they meet the three-year criteria. The same three (3) year criteria and procedure will apply for advancement to the "senior+" position. By way of example an employee who reaches the top of the salary range on January 1, 2000 will advance to the "senior" position on January 1, 2003. Effective January 1, 2013 all employees in Category 35 shall be eligible to move from Step 15 to Senior Step in three equal steps over 3 calendar years upon receiving satisfactory performance evaluations.

5) Education Benefit

1. Each employee is eligible for the following Education Benefit Program"

a. College Credits/Tuition Reimbursement: The Township will reimburse employees \$25 per credit hour for credits earned at a recognized or accredited school. The cost

of vocational training courses that are directly job related, will be fully reimbursed. Vocational training courses that are not job related, are subject to reimbursement at the rate of fifty (50%) percent of the cost of the course. All applications for vocational training courses must be submitted to the Director for review and approval.

- b. Degree Incentive Program: Employees who receive the Degree Incentive program as of December 1, 1998 shall continue to do so on an annual basis. Employees hired prior to December 1, 1998, who subsequently earn a degree which qualifies for payment shall receive the payment once during their employment, not on an annual basis.

Employees hired on or after December 1, 1998 shall not be entitled to degree incentive program benefits.

The Township will pay eligible employees as defined above who earn or who have the following degrees pursuant to paragraph F at the rate shown:

DEGREE

Associates	\$ 350
Bachelors	\$ 900
Masters	\$1100

- c. An employee claiming this benefit must produce for his/her personnel record a copy of the certification evidencing the holding of the degree. Payment for those eligible will be made not later than April 1. Payment for a degree just acquired, will be prorated on the basis of the date of the degree to year-end subject to the limitations set forth in paragraph b above.

- d. Employees who leave the employ of the Township within five (5) years of receipt of the monies shall remit all monies received except in cases of death, disability, termination and/or retirement.
- e. The payment under this Article applies only to those college credits that in the judgment of the Department Head have a direct effect of improving the employee's ability to perform his duties or create promotional opportunities or job opportunities within the Township.
- f. In order to receive payments under this Article, such degrees must be obtained after employment with the Township. Probationary employees shall not be eligible for such payments.

6) Work Related Licenses

The Township agrees to pay for DEP required water and sewer annual renewal fees, commercial drivers license and any other vehicle license fee the Township directs the employee to obtain in the future which shall be deemed to include permit fees and testing fees. Payment will be made when the license has been obtained and a copy of the license and fee submitted to the Township for reimbursement.

ARTICLE XXII

ACTING FOREMAN/FOREMEN ON CALL

1) Acting Foremen

a. If the foreman of a crew is absent, an individual with a classification of 38 or higher in the crew shall be designated as Acting Foreman and shall receive a wage supplement of ten (10) percent of his regular wage rate for time earned serving as Acting Foreman. Payment shall be computed to year-end and paid in the first convenient pay period in January and, in no event, later than the last pay period in January. The Director shall maintain records indicating the time earned by each employee for his/her Acting Foreman's work. No payment for Acting Foreman shall be made for assignments of less than one full working day.

b. Eligibility for acting foreman shall be limited to an employee classified in range 38 or higher. If there is more than one "38" or higher in the particular operating unit, the appointment of acting foreman shall be rotated among those eligible.

c. Acting Foreman

During an emergency call, the field crews shall have the right and the obligation to contact the foreman on call or main office in the event that a condition exceeds the level of expertise or authority of the senior field staff to request the assignment of a foreman or supervisor with appropriate training or authority. A written report concerning all

such requests shall be made available at the request of either the Director or the Association to provide a basis for the review of any covered decision by the Director and the President of the Association. Appeals of covered decision by the Association may be made to the Manager.

2) Foreman on Call

Employees designated as Foreman shall receive in a separate check, a cash allowance of \$525.00 per year for being required to be on call during certain times during the year on a rotation basis with other Foreman. Payment of such monies shall be made to each Foreman no later than December 15 of the year and pro rated for partial service. It is understood and agreed that supervisors and acting foremen are not on call.

ARTICLE XXIII

CALL-OUTS/MEALS/TRAVEL & EXPENSES

A. Any employee recalled for a work assignment, outside of his/her normal working hours, shall be entitled to a minimum of three (3) hours "call-out" pay at the applicable overtime rate. This provision is not applicable to the following situations:

- 1) to employees who are held over, on a continuous basis, from their normal tour of duty,
- 2) to more than one "call-out" during the same 3 hour period, and
- 3) if the call-out is within two hours of the scheduled workday.
 - a. if the employee is recalled more than once during the same three (3) hour period, he shall receive actual time worked during the second call-out only.

B. Employees shall receive \$12.00 meal money upon completion of four (4) consecutive overtime hours continuous with the employee's workday. Employees shall receive an additional \$12.00 meal money upon the completion of each additional eight hours of consecutive overtime hours continuous with the employee's workday (i.e., after 20 hours of consecutive overtime and so on). Upon contract signing employees shall be entitled to meal money on weekends and holidays after each eight (8) consecutive hours of overtime worked.

C. TRAINING/EDUCATION

The Township will pay for or reimburse employees/officials for reasonable personal expenses related to travel, meals and lodging involved in authorized Township business and for authorized training and education. Employees/officials shall strive to minimize expenses.

Expenses for hotel/motel accommodations shall be based on reasonable single room costs considering geographic location.

Meal expenses shall be limited to a rate of twenty-five dollars (\$25.00) per day. The following figures are guidelines for employees meal expenses:

Breakfast	\$ 5.00
Lunch	6.50
Dinner	13.50

D. Miscellaneous Expenses:

The Township will, subject to the approval of the Manager, reimburse employees/officials for expenses related to meetings, etc. Examples of such expense would be dinner/lunch meetings of various organizations, luncheon meetings to discuss Township business with non-Township employees/officials.

E. Prior approval by the employee's department head of travel/meal/lodging expense is required.

F. Requests for payment/reimbursement, Category C, "Training/Education," shall be submitted on the Township form "Travel Expense Authorization." Submit form no later than seven days prior to proposed activity. If department head, submit form to Manager. Upon receipt of approved reimbursement form, a purchase order shall be submitted in accordance with the purchasing procedure.

G. Reimbursement for Category D, "Miscellaneous Expenses," shall be submitted on a purchase order.

ARTICLE XXIV

LAYOFF AND RECALL

- 1) The Township shall lay off employees in an inverse order of seniority, providing the remaining employees have the demonstrated ability and qualification to perform the remaining work as determined by the Township.
 - a. The Township may lay off an employee without regard to seniority if the employee in his most recent performance evaluation has a rating of unsatisfactory or less.
 - b. An employee may also be laid off without regard to seniority if upon a review by the Township Manager, Department Head or supervisor, the employee's sick leave record shows a clear record of abuse of the sick leave privilege.
- 2) While seniority shall prevail during layoff procedures, the employee subject to layoff may, at his/her discretion, replace another unit employee in a lower classification if the biddable qualifications are met for that particular job.
- 3) Employees on layoff shall be recalled in the order of seniority providing that those recalled have the demonstrated ability and qualifications to perform the available work as determined by the Township.
 - a. If in the event of recall, the vacancy that exists is in a lower classification than from which the employee was laid off, the employee has the right to accept that position at the highest step of pay for that particular position not to exceed the salary received by the employee at the time of layoff.
- 4) Seniority shall terminate upon:
 - a. discharge;
 - b. voluntary quitting;

- c. layoff for a period of one year or more;
 - d. failure of employee to accept and report to work within two (2) weeks of notification of his recall by certified mail delivered to his last address as provided by the employee at the time of his layoff.
 - e. the employee obtaining a leave of absence through false, misleading statements.
- 5) The period of layoff shall not constitute a break in service, but the period of layoff shall not be credited to the employee's record for all related benefits.
 - 6) Re-employment is the return to Township service by an employee who has resigned in good standing.
 - 7) An employee who is re-employed following a resignation in good standing to a position in the same classification will enter the position at a salary step with the appropriate range as approved by the Township Manager. The rate of pay shall not exceed the current equivalency of the step rate of the position in which last employed.
 - 8) In the case of re-employment within 180 days of resignation in good standing, an employee may be rehired at the same title without examination provided the position intended is available and no promotional or special re-employment lists exists for the title.
 - 9) For re-employment within 180 days seniority rights will continue for all benefits with, adjustment for the loss of service time. If the employee's position required uniforms, re-employment is conditioned on the basis that he/she has the full complement of uniforms available. All earned but not used leave type benefits for which the individual received compensation at the time of separation, may be restored providing reimbursement is made within two weeks from the date of rehire.
 - 10) For re-employment after 180 days, the employee will commence service as a new employee

with no accrual of seniority rights and attendance benefits.

ARTICLE XXV

BLOOD DONATION

An employee donating blood during working hours as part of a Township Blood Drive, shall be permitted two (2) hours compensatory time. The time to be taken will be scheduled with the approval of the Director.

ARTICLE XXVI

FUTURE NEGOTIATIONS

On negotiations for a successor contract, the parties agree that if they reach an impasse on any terms and conditions of employment, the same will be submitted to the mediator/fact finder to be selected pursuant to the rules of PERC. All terms and conditions of preceding contract will remain in effect until a new agreement has been reached.

ARTICLE XXVII

MAINTENANCE OF PERSONNEL RECORDS

- A. A personnel file for each employee shall be maintained.
- B. The records shall include all documentation on such employee concerning qualification, work history, dates of appointments and promotions, permanent status, job titles, salaries, commendations, job specifications, performance evaluations, disciplinary actions, amounts of leave accrued and used, and related matters.
- C. Specific items to be included at the time of appointment:
 - 1. Employee application
 - 2. Dependant statement, W4
 - 3. Authorization for other deductions
 - 4. Approved rate change forms
 - 5. Picture of individual
 - 6. Other information related to employment
- D. Department Heads shall maintain a register for employees utilizing personal time during the normal working day, exclusive of the lunch hour.
- E. Upon written request and reasonable notice, employees are entitled to review the contents of their own personnel folder in the presence of a designated official. The Township reserves the right to remove such records as psychological, and psychiatric examinations, pre-employment inquiries, and background investigations, prior to review of the folder contents by the employee.
- F. The employees may file a written response to any memorandum or document which is derogatory or adverse to him or her. Such response will be included in the personnel file, attached to, and retained with the document in question. If any material is derogatory or adverse to the employee, a copy of such material may be sent to the employee upon his request.

ARTICLE XXVIII

WORKERS' COMPENSATION

- A. The Township will provide Workers' Compensation as required by N.J.S.A. 34:15-12 et seq. for all employees.
- B. Any time an accident or injury to an employee occurs while on the job, report the incident to your supervisor immediately, no matter how small the injury may be. Supervisors must notify the Office of the Township Manager and complete the necessary report forms within twenty-four hours.
- C. Where medical attention is required, employees shall seek the services of the Township physician or a physician from the panel of doctors approved by the Township.
- D. In an emergency, the employee is to be taken to Princeton Medical Center or the nearest hospital. All continued treatment is to be recommended by the Township physician or the panel doctor.
- E. The doctor should supply the employee with a note stating the following: Diagnosis and estimated time expected to be unable to work, if any.
- F. If subsequent treatment is required and disability extended, a further note will be required stating this extension. A report from the treating physician shall be furnished monthly until the employee returns to work.
- G. A doctor's certificate must be submitted to the Department Head which shall be forwarded to the Administration Office before the employee can return to his/her duties.
- H. The employee should notify the (attending physician) to send all bills to the Township of South Brunswick.
- I. The employee's absence will be reported for daily attendance as a Workers' Compensation

absence.

- J. Compensation for time lost from the job because of a Worker's Compensation injury will be handled in the following way:
 - 1. Upon certification of a job related injury and subsequent disability, the employee may continue to receive salary/wage payments based on his/her regular rate of pay if he/she agrees to sign over to the Township all checks received from the Workers' Compensation insurance carrier for weekly disability payments.
- K. A leave of absence as a result of injury or illness or disease incurred in the line of duty may be granted by the Township Council, pursuant to R.S. 40:11-8, for a period of up to one (1) year with full pay provided the employee so injured applies in writing to the Township Manager. When such action is taken, the employee shall not be charged any sick leave time lost due to such injury.
- L. Any amount of salary or wages paid or payable to employees because of such leave shall be reduced by the amount of any Workers' Compensation award made for temporary disability because of the same injury or illness requiring such leave.

ARTICLE XXIX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXX

FULLY BARGAINED AGREEMENT

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 parties at the time they negotiated or signed this Agreement

ARTICLE XXXI

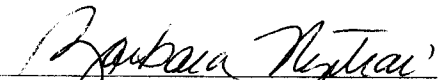
TERM OF CONTRACT

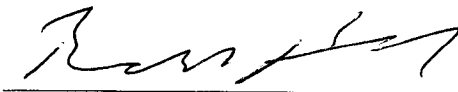
The term of this Agreement shall be for a period of four (4) years from January 1, 2013 to December 31, 2016.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers on the day and year first above written.

ATTEST:


TOWNSHIP OF SOUTH BRUNSWICK



Barbara Nyitrai, Clerk


Bernard P. HvozdoVIC, Jr., Township Manager

ATTEST:

SOUTH BRUNSWICK PUBLIC WORKS
EMPLOYEES ASSOCIATION


Sean Wert, Secretary


, President

APPENDIX A

CATEGORY 35

		1/1/2013	7/1/2013*	1/1/2014	1/1/2015	1/1/2016	7/1/2016*
Title	Grade	1%	1%	1.5%	1.5%	1%	1%
Laborer	1	19.90	20.10	20.40	20.71	20.91	21.12
Laborer/Meter Reader	2	20.72	20.93	21.24	21.56	21.78	22.00
Laborer/Mechanic	3	21.52	21.74	22.07	22.40	22.62	22.85
	4	22.34	22.56	22.90	23.24	23.47	23.71
	5	23.15	23.38	23.73	24.09	24.33	24.57
	6	23.96	24.20	24.56	24.93	25.18	25.43
	7	24.76	25.01	25.38	25.77	26.02	26.28
	8	25.57	25.83	26.22	26.61	26.88	27.15
	9	26.39	26.65	27.05	27.46	27.73	28.01
	10	27.20	27.47	27.88	28.30	28.58	28.87
	11	28.01	28.29	28.72	29.15	29.44	29.73
	12	28.82	29.11	29.55	29.99	30.29	30.60
	13	29.64	29.93	30.38	30.84	31.15	31.46
	14	30.44	30.74	31.20	31.67	31.99	32.31
	15	31.07	31.38	31.85	32.33	32.66	32.98
	16A	32.08	32.40	32.89	33.38	33.72	34.05
	16B	33.09	33.42	33.93	34.43	34.78	35.12
SR	16C	34.10	34.44	34.96	35.48	35.83	36.19
SR +	17	34.75	35.10	35.63	36.16	36.52	36.89

*July increases are lateral moves only, no step or grade change.

CATEGORY 36

		1/1/2013	7/1/2013*	1/1/2014	1/1/2015	1/1/2016	7/1/2016*
Title	Grade						
Heavy Equipment Operator (HEOI)	1						
Sewer Maintenance Person	2						
Water Maintenance Person	3	27.91	28.19	28.61	29.04	29.33	29.62
HEOI/Animal Warden	4	28.68	28.97	29.40	29.85	30.14	30.45
HEOI/Welder	5	29.47	29.77	30.21	30.67	30.97	31.28
	6	30.24	30.54	31.00	31.46	31.78	32.10
	7	31.04	31.35	31.82	32.30	32.62	32.95
	8	31.82	32.13	32.62	33.10	33.44	33.77
	9	32.59	32.92	33.41	33.91	34.25	34.59
	10	33.45	33.79	34.29	34.81	35.16	35.51
SR	11	34.94	35.28	35.81	36.35	36.71	37.08
SR +	12	35.59	35.95	36.49	37.04	37.41	37.78

*July increases are lateral moves only, no step or grade change.

CATEGORY 38

		1/1/2013	7/1/2013*	1/1/2014	112015	1/1/2016	7/1/2016*	
Title	Grade							
Heavy Equipment Operator 2 (HEO2)	1							
Equipment Maint. Mechanic	2							
Water/Sewer Inspector	3	29.81	30.11	30.56	31.02	31.33	31.65	
	4	30.63	30.93	31.40	31.87	32.19	32.51	
	5	31.44	31.75	32.23	32.71	33.04	33.37	
	6	32.25	32.57	33.06	33.56	33.89	34.23	
	7	33.06	33.39	33.89	34.40	34.75	35.09	
	8	33.88	34.21	34.73	35.25	35.60	35.96	
	9	34.69	35.04	35.56	36.09	36.46	36.82	
	10	35.56	35.92	36.45	37.00	37.37	37.74	
	SR	11	37.16	37.53	38.10	38.67	39.05	39.44
	SR+	12	37.81	38.19	38.76	39.34	39.73	40.13

*July increases are lateral moves only, no step or grade change.

CATEGORY 41

		1/1/2013	7/1/2013*	1/1/2014	1/1/2015	1/1/2016	7/1/2016*
Title	Grade						
Vehicle Maint. Foreman	1						
Section Foreman	2						
	3	33.32	33.66	34.16	34.67	35.02	35.37
	4	34.19	34.54	35.05	35.58	35.94	36.29
	5	35.09	35.44	35.97	36.51	36.88	37.24
	6	35.97	36.33	36.88	37.43	37.80	38.18
	7	36.84	37.21	37.77	38.34	38.72	39.11
	8	37.74	38.12	38.69	39.27	39.66	40.06
	9	38.62	39.01	39.59	40.19	40.59	40.99
	10	39.48	39.88	40.47	41.08	41.49	41.91
SR	11	41.25	41.66	42.28	42.92	43.35	43.78
SR+	12	41.89	42.31	42.95	43.59	44.03	44.47

*July increases are lateral moves only, no step or grade change.