

AGREEMENT

Between

TOWNSHIP OF SPRINGFIELD

AND

AFSCME LOCAL 3084, COUNCIL 52

JANUARY 2010 THROUGH DECEMBER 31, 2014

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PREAMBLE

This Agreement, entered into by the Township of Springfield (hereinafter referred as the "TOWNSHIP") and AFSCME, Council 52, AFL-CIO and its affiliated Local 3084 Springfield Municipal Employees (hereinafter referred to as the "UNION"), has as its purpose the promotion of harmonious relations between the Township and the Union; the establishment of an equitable and peaceful resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I
RECOGNITION

A. The Township hereby recognizes the Union as the exclusive negotiations agent for all regular full and part-time white and blue collar employees of the Township in the following titles or categories:

1. White Collar: Deputy Court Administrator, Deputy Tax Collector, Violations Clerk, Receptionists, Clerks, Stenographers and Secretaries, and Floaters.

2. Blue Collar: All employees of the Department of Public Works, all non-supervisory employees in the Recreation Department, all Custodians, and Senior Citizen Bus Driver, and Police Dispatcher.

3. Part-time employee is defined as regular yearly employee whose regularly scheduled hours are less than twenty-five (25) hours per week.

B. Excluded from the bargaining unit shall be the Township Administrator, Assistant to Township Administrator, Township Clerk, Deputy Township Clerk, Assistant Township Engineer, Chief Financial Officer, Township Treasurer, Construction Code Official, Deputy Treasurer, Tax Assessor, OEM Clerk, Tax Collector, Court Administrator, Recreation Director, Superintendent of DPW, Supervisor Assistant in DPW, Foreman in DPW, Construction Control Person, Zoning Officer, Electrical and Plumbing Inspectors. Administrative Assistant in Public Works Department, all part time seasonal employees and all other employees excluded under the terms of the Act, all workers who work less than 20 hours per week.

C. The parties agree that the president and or the vice president of the Union could grant exceptions to certain part time employees who work less than an average of 25 hours per week to maintain their status as part-timers with no benefits.

ARTICLE II

SCOPE OF AGREEMENT

A. This Agreement supersedes all previous oral and written understandings between the Township and its employees covered herein. The parties herein agree that the relation between them shall be governed by the specific and express written terms of this Agreement only; no prior Agreements, amendments, modifications, alterations, additions, or changes, oral or written, shall be controlling or in any way effect the relation between the wages and working conditions of the employees covered herein unless and until such Agreement shall be reduced to writing and duly executed by both parties subsequent to the date of the Agreement. It is further understood that the obligations of the Township shall extend only to the extent set forth in this Agreement in writing and that no established practices, prior modes of interpretation or courses of conduct, shall bind the Employer to continue such practice, operation, or conduct except as may be specifically incorporated in writing this Agreement.

B. It is understood that this Agreement shall not be modified in whole or in part, except by written instrument duly executed by the parties hereto. It is understood that proposed new rules or changes in rules effecting terms and conditions of employment shall be negotiated prior to implementation. In this regard, the Township and Union agree to establish a committee to review and update the Township Personnel Policy, consistent with Township Ordinances, so as to reduce employment practices to writing and append them to this Agreement. Any such revisions shall be subject to final approval by Township Committee and Union.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise effecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Department Head and having the grievance adjusted, provided that the settlement does not violate the Contract.

B. Definition of Grievance.

The term "grievance" as used herein means any difference arising over the interpretation or adherence to the terms and conditions of this Agreement, or the Township's policy or administrative decision affecting the terms and conditions of employment of employees covered by this Agreement.

C. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and will be followed in its entirety unless any step is waived by mutual consent. Failure to initiate or move a grievance to the next step by the grievant or the Union will result in a waiver of the right to proceed. Failure by the Township or its representatives to respond in accordance with the time limits set forth below shall result in the Union having the right to move the grievance to the next step.

Step 1. Any employee with a grievance shall institute action in writing under the

provisions of this grievance procedure with his/her immediate supervisor, either directly or through the Union for the purpose of resolving it informally within ten (10) business days after the occurrence of the event being grieved, and an earnest effort will be made to settle the grievance. The immediate supervisor shall render a determination in writing within five (5) business days after the discussion set forth above.

Step 2. If the grievance is not resolved at Step 1, then in that event, a written grievance may be submitted by the employee to the Township Administrator within five (5) business days from the date on which the immediate supervisor should have acted in Step 1. The Township Administrator shall arrange a meeting with the employee or Union within ten (10) business days of the filing of the grievance if the Township Administrator deems such a meeting necessary to resolve the matter. The Township Administrator shall render a decision in writing within (15) business days after receipt of the grievance.

Step 3. If the grievance has not been resolved at Step 2, then, in that event, the aggrieved or the Union may request a meeting with the Township Committee. Said request shall be in writing and delivered to the Township Administrator within five (5) business days after the decision at Step 2 was, or should have been made. A meeting between the aggrieved, a representative of the Union and the Township Committee may be held as soon as mutually convenient, but no later than thirty (30) business days after filing with the Township Administrator for such meeting, if the Township Committee deems it necessary to attempt to resolve the dispute. Within ten (10) business days after this meeting is held or forty (40) business days after the grievance at this level, the Township Committee shall render a decision in writing to the aggrieved and the Union which shall be final and binding as to grievances alleging any interpretation, application, or violation of policies or administrative decisions or any agreements other than the specific and express written terms of this Agreement.

Step 4. (a) If the grievance is not settled through Steps 1, 2, and 3 and only if the grievance alleges a violation of a specific and expressed term of this Agreement, then in that event, either the Township or the Union, (not the grievant) may refer the matter to the New Jersey Public Employment Relations Commission within ten (10) business days after the determination by the Township Committee for submission to arbitration. An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

(b) The arbitrator so selected shall confer with the representatives of the parties and promptly schedule hearings, and shall issue his/her decision no later than twenty (20) business days from the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her.

(c) The arbitrator's decision shall be in writing and shall set forth his findings of facts, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of or adds to or subtracts from the expressed written terms of this Agreement. He/she shall be bound by the provisions of this Agreement, and restricted to the application of the facts presented to him/her involved in the grievance. The decision of the arbitrator shall be submitted to the Township and the Union, and shall be final and binding on the Parties.

(d) The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Township and the Union. Any other expenses incurred shall be paid by the party incurring them.

(e) Nothing herein shall prevent any employee from processing his/her own grievance, provided that the Union may be present at such hearings, and further provided that no settlement with any such individual employee shall violate this agreement.

(f) It is understood that notwithstanding the filing of a grievance, employees shall follow all orders given by superiors.

(g) In the event that a matter is submitted to arbitration improperly, the Union shall reimburse the Township for all costs incurred in processing the grievance, as well as the cost of litigation involved in securing injunctive relief. This reimbursement shall be contingent upon vacating any award, and shall include all costs of suit and counsel fees.

("Improper Submission" under this clause shall not mean a grievance which is submitted in accordance with the jurisdiction given to the arbitrator in paragraph C. Step 4 (a), in that grievance alleges a violation of a specific and expressed written term of this Agreement.)

ARTICLE IV

RIGHTS

A. 1. Management's Rights. The Township hereby retains and reserves unto itself without limitations all powers, rights, duties, and responsibilities conferred upon, and vested in it, prior to the signing of this Agreement, by the Laws and the Constitution of the United States, including, but without limiting the generality of the foregoing, the following specific rights:

- a. The executive management and administrative control of all Township functions and properties and facilities, and the activities of Township Employees;
- b. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for the continued employment, dismissal, or demotion, and to promote and transfer employees as necessary;
- c. To maintain the efficiency of Township operations;
- d. To take all necessary actions and carry out its mission in emergencies;
- e. To exercise complete control and discretion over its organization and work force, and the technology of performing its work;
- f. To schedule employee work hours; and
- g. To take disciplinary action for just cause only.

2. The exercise of the foregoing rights, powers, authorities, duties, and responsibilities of the Township, the adoption of policies, rules and the discretion in connection with the implementation thereof, shall be limited only by the specific and

expressed written terms of this Agreement, and then only to the extent such specific and expressed terms are in conformity with the Constitution and Laws of the State of New Jersey and of the United States.

3. It is understood and agreed that the Township, in its sole discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the work force and the right to plan, direct and control the operation of all equipment and other property of the employer. This shall not be done in an arbitrary or capricious manner.

B. Employee Rights.

1. Nothing contained in this Agreement shall be construed to limit, deny or restrict any rights any employee may have under New Jersey Laws or Regulations or Federal Laws or Regulations.

2. No employee shall be disciplined, reprimanded, reduced in rank or compensation without cause.

3. Whenever any employee represented by the Union is required to appear before the Township Committee where such appearance may adversely effect the current employment relationship of the employee, such employee and the union shall be given written notice of the reasons for such meetings or interview at least five (5) business days prior to such meetings or interview, and the employee shall have a representative of the Union, as well as counsel, at said employee's expense, present to advise him and represent him at such meetings or interview.

C. Union Rights.

1. The union shall have and possess all of those rights conferred upon a public employee representative organization conferred by N.J.S.A. 34:13A-1, et seq.

2. The Union and its representative may request through the Township Administrator, all public financial data and payroll data reasonably necessary for the Union to carry out its purpose. This shall not be construed to require the employer to create, collate, research or prepare any data in a format not in its possession, or to provide any internal non-public work product of an employee.

3. The Union may request, through the Township Administrator, the use of Township equipment and facilities, including typewriters, duplicating equipment, and other office machinery for use on Union activities. The Union agrees to reimburse the Township for any damage done by said use. Such requests for use of equipment shall not be unreasonably denied. This clause shall not be construed to permit Union use of equipment at such time or under such circumstances as will interfere with normal Township activities.

4. The Township agrees that the Union, at its own costs, may provide a bulletin board to be placed in such locations where notices to employees are normally posted, and shall permit the Union to post notices thereon. The Township Administrator shall have the right to remove material which is political in nature or not official union business.

5. The Township agrees to grant time off with no loss of regular pay for up to five (5) members of the Union to participate in such negotiation session as are mutually scheduled.

6. The Township agrees to permit the Union to utilize its premises for Union meetings during non-work hours, provided appropriate prior arrangements for such use are made, and the premises are not otherwise in use.

ARTICLE V

SENIORITY

The provisions of Article V shall apply to full-time employees only.

A. Seniority shall be defined as an employee's length of continuous service with the Township. Seniority shall not accrue during any period in which an employee is on leave in excess of ninety (90) consecutive calendar days, unless such leave is directly due to job related injury or illness. Upon such an employee's return to work, seniority shall again begin to accrue to that earned prior to the leave commencing.

B. All new employees shall be probationary employees for a period of six (6) months of work (180 calendar days) during which time they may be terminated at will with no recourse to the grievance procedure. The purpose of the probationary period is to provide an opportunity for management to determine whether said employee has the ability and other attributes to qualify for permanent employment, and the employer will provide a progress report to the employee after three (3) months. Upon the successful conclusion of the probationary period, the employee's name shall be added to the seniority list as of the date of hire.

C. Temporary employees who became permanent without a break in service shall receive service credit from when such temporary employment began, provided they successfully complete a probationary period as permanent employees in accordance with paragraph B above.

D. A current seniority list, by departments of government, shall be maintained by the Township, and updated at least semi-annually. All employees who have completed probationary status shall be included on such list.

E. In the event of a lay-off, employees with the least seniority within the effected title or titles shall be laid off first. If the lay-off is within particular departments only, then the seniority layoff lists shall be within each department, but seniority shall be defined as set forth

in Paragraph A above.

F. If an employee is laid off, such employee shall maintain a right to recall for a period of eighteen (18) months from the date of lay-off. When and if such an employee is recalled, then all seniority rights shall be continued as though no break in service occurred.

G. 1. Overtime assignments shall be made on the basis of seniority on a rotating basis, so long as the employee is qualified, then the next available qualified employee shall be assigned such overtime.

2. In the event any employee refuses overtime, the next senior person shall be assigned the work and the person who refused the assignment shall not be called again for overtime until all those persons on the seniority lists received calls for overtime, at which point and time the rotation schedule shall begin over. It being understood that in the event of emergency, or if there are no qualified volunteers for overtime, the first priority is to have the work completed. Under said emergency conditions, this Section G 1 and 2 need not be fully complied with. The Employer may require overtime work if sufficient numbers of qualified volunteers are not available. However, it is the intention of the parties to comply with Section G-1 and 2 whenever reasonably possible.

3. The Township agrees to instruct those persons responsible for assigning overtime to use the seniority list referred to above in Paragraph 1 and on a copy thereof, note next to the name of each employee qualified to perform the work to be done, and the time and date that calls were made, and result of such calls. A copy of such list will be, on a monthly basis, supplied to the Union upon request.

4. Employees who are called in at a time not contiguous to their regularly scheduled shift for overtime work shall be guaranteed a minimum of four (4) hours overtime on each such occasion. The Township has the right to keep employees for the full call-

out period.

5. Municipal Court employees covered hereunder who are called in to work between the hours of 10:00 p.m. and 7:00 a.m. shall receive a minimum of four (4) hours pay for such work at time and one-half. In the event said employees are called in to work on a day off between the hours of 7:00 a.m. and 10:00 p.m., they will receive a minimum of two (2) hours pay for such work at time and one-half. When non-municipal court employees are required to fill in, they will be chosen on a rotating basis and by qualifications to perform such work, and shall receive straight time up to forty (40) hours, and thereafter time and one-half for all hours worked above 40 hours.

ARTICLE VI

WORK DAY WORK WEEK

- A. The normal work week of all employees shall consist of five (5) consecutive days, Monday through Friday.
- B. The normal work week for employees of the Department of Public Works shall be five (5) consecutive days, assigned by the Township as needed, Monday through Friday. The normal working hours of all employees employed in the Department of Public Works shall be 7:00 a.m. to 3:30 p.m., which includes one half hour for lunch. Any hours worked on Saturdays shall not be considered overtime unless those hours exceed forty (40) hours per work week. Any hours worked in excess of forty (40) hours per work week shall be paid at time and one-half.
- C. The normal working hours for all other employees shall be 8:00 a.m. to 4:00 p.m., which includes one hour lunch; the above also applies to the Police Department Dispatcher. Police Dispatch may have an evening shift as determined by the Police Department. Hours for the Parks and Recreation Departments shall be 7:30 a.m. to 4:00 p.m. (except for office staff). In addition, Municipal Court employees shall work the regular Monday Night Court sessions as part of their regular schedule.
- D. Employees performing services of work in excess of forty (40) hours per week (not including lunch periods) shall be compensated in addition to their salaries or wages fixed herein at the rates and terms as such additional work has been compensated for in the past. During the applicability of the Fair Labor Standards Act, such rate shall be no less than time and one half after forty (40) hours.
- E. The work hours stated above in the Article VI do not reflect additional evening hours of work consistent with past practice required for performance of duties in certain job categories, including but not limited to: Deputy Court Clerk, Secretary to the Boards and Recreation Department personnel. The additional hours are part of the affected employees

normal work week hours.

F. It is understood that certain part-time employees shall, from time to time and at the request of the Township, work hours in excess of their regularly scheduled hours. During such occasions, these employees shall remain "part-time" and shall not be entitled to any of the benefits or terms and conditions of employment provided to full-time employees under this Agreement.

ARTICLE VII

MISCELLANEOUS

A. The Township shall enact such ordinances and resolutions as are necessary to carry out the terms of this agreement.

B. The Township and Union shall jointly reproduce sufficient copies of this Agreement so that it is available to all employees in the negotiating unit.

C. Safety and Health

1. The Township shall continue to make reasonable provision for the safety and health of its employees during the hours of employment. Protective devices, protective clothing, and protective equipment, as deemed necessary by the safety committee, to properly protect employees from job related injury shall be maintained in the normal manner by said individuals.

2. The Township and the Union shall establish a joint safety committee to review and establish working conditions that may affect the health and safety of the employees, and to carry out the provisions of Paragraph 1 above.

3. The Township agrees to supply, annually, safety shoes for those members of the Road Department and Recreation Department who reasonably need safety shoes in the performance of their duties. Each eligible employee shall receive one pair of shoes for each year of this Agreement. (Cost not to exceed \$100.00 per pair). Moreover, the Township agrees to pay the reasonable cost of repair for one pair of safety shoes per year (if unrepairable, a replacement pair will be authorized). Further, safety gloves and safety glasses will be supplied. As with all other Township supplies and safety equipment, the employee so provided must wear such safety gear at all times (when applicable) on duty.

The reasonable upkeep of same is the burden of the employee.

4. The Township agrees to supply each employee covered by the contract a heavy winter work jacket, the cost of the jacket not to exceed \$100.00 per employee, every three years.

5. The Township agrees to reimburse each employee the cost of the annual CDL Test and the renewal. The employee must successfully pass the CDL test within six (6) months of hire or be terminated without recourse through the grievance procedure. If a CDL license is suspended or revoked, disciplinary action may occur. If a second suspension or revocation occurs it will result in termination of employment.

6. The Township agrees to provide cotton work clothing items or polyester work clothing for employees of the Road Department.

D. Pursuant to Springfield Ordinance 2-86, out-of-state work related seminars may be approved by the Township Committee. In-state work related seminars may be approved by the Township Administrator whose approval shall not be unreasonably denied.

ARTICLE VIII

AGENCY SHOP

A. Any employee who is employed by the Township during the term of this agreement and who does not become a member of the Union shall be required to pay a representation fee to the Union for the purpose of offsetting the employee's per capita cost of services rendered by the Union as majority representative.

B. Prior to January 1 of each year, the Union will notify the Township in writing of the amount of the unified membership dues, fees, and assessments set by the Union for its members for that year. The representation fee charged to non-members shall be eighty-five percent (85%) of the total amount certified to the Township by the Union.

C. On or about April 1st of each year, the Union will submit to the Township the names of those employees who have not become members of the Union for the year. The Township will deduct the total amount of representation fee in equal installments, as nearly as possible, in each pay period for the remainder of the year.

D. On or about the last day of each month beginning in April of each year, the Township will notify the Union of employees newly employed and covered by this CBA during the month. The Union will notify the Township within thirty (30) business days if any newly employed employee does not become a member of the Union. During that period, deductions shall then be made by the Township in the manner described above.

E. Any employee having a representation fee deducted whose employment with the Township terminated during the year, the Township will deduct the unpaid balance of the total of the representation fee due in the year.

F. Procedures for the transmission of representation fees to the Union will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the

Union.

G. The Union will indemnify and hold the Township harmless against liability which may arise because of actions of the Township in deduction and transmission of the representation fee. The Township will make available to the Union any information within its control for which the Union would have reasonable need to defend against any such liability action.

ARTICLE IX

EMPLOYEES APPOINTED BY STATUTE AND/OR ORDINANCE

Notwithstanding any other provision of this Agreement, employees who are appointed each year pursuant to N.J.S.A. and Revised Ordinances of Springfield are not covered by Article V - Seniority. Moreover, nothing contained herein shall imply or grant a right to said employees to reappointment. In lieu thereof, said employees shall, in the event of non-appointment, be given thirty (30) business days notice of their termination.

ARTICLE X

INSURANCE

This Article applies only to full time, non-seasonal employees

A. HEALTH INSURANCE.

1. In accordance with Resolution No. 2010-147 (adopted July 13, 2010), the Township shall provide major medical and prescription coverage as provided by the New Jersey State Health Benefits (or its substantial equivalent) to all eligible employees (and qualifying dependents) whose regular schedule provides for work of not less than 25 hours per week. Employees shall contribute a minimum of 1.5% of their pensionable base salary or an amount as may be required by law to the cost of health care. Employees covered by this Agreement and their spouse and/or dependents shall not utilize the Reserve Fund established by Resolution No. 2010-146 (adopted July 13, 2010)

2. The Township will continue to provide a retiree insurance program for all present employees upon their retirement after 25 consecutive years of service with the Township of Springfield covering the employee, the spouse at the time of retirement and dependent children in accordance with NJ State Health Benefits Program (and its rules, including co-payment requirements) or its substantial equivalent and/or applicable Federal law. Such coverage will cease upon the death of the retiree and is conditioned upon the employee (1) not having a working spouse who can obtain family coverage, and (2) the spouse is unable to obtain employment that provides medical insurance coverage. Should the working spouse of the retiree become unable to obtain family coverage via his/her employment both the retiree and spouse would be restored to coverage by the Township. Notwithstanding the above, any qualifying retiree and his/her spouse must enroll in Medicare Part B when eligible as the primary insurance coverage and the Township-provided coverage shall become secondary. The Township shall reimburse the retiree, spouse, and qualifying dependents for Medicare

Part B or the equivalent.

a. In accordance with New Jersey State and/or federal law, if a retired employee or surviving spouse does not qualify, or ceases to qualify, for Township-provided retiree coverage, that retiree may opt to obtain the health benefits of active employees by fully reimbursing the Township at the Township's group rate on a monthly basis. Failure to timely make such payment may, at the Township's sole discretion, result in termination in accordance with NJ Statute.

The retiree or his /her estate must notify the Township of any and all significant events which could cause an alteration or adjustment to the insurance coverage within 30 days of the event. The retiree or his/her estate shall be liable for all premium costs, co-pays, damages of any amount should the notification not be made within a timely manner.

b. Employees hired after January 1, 2008, shall only receive retiree insurance coverage health benefits pursuant NJ State Health Benefits Program (and its rules, including co-payment requirements), or its substantial equivalent and/or applicable Federal law, for the first ten years of the retirement with completion of 25 consecutive years of service with the Township of Springfield. Following this ten years of retiree insurance coverage health benefits, those retirees or surviving spouses may opt to continue health benefits, if permitted by New Jersey State and/or federal law, by fully reimbursing the Township at the Township's group rate, retiree knows and accepts all limitations of the then insurance coverage. If, during the ten-year period, the employee and/or spouse becomes eligible for Medicare Part B, the qualifying retiree and his/her spouse must enroll in Medicare Part B when eligible as the primary insurance coverage and the Township-provided coverage shall become secondary. The Township shall reimburse the retiree and spouse for Medicare Part B or the equivalent.

c. It is understood by the parties that in future negotiations there will be a

presumption that the implementation of a different retiree health benefit for new hires will have no impact on any employee hired prior to January 1, 2008.

d. As used in this agreement the term "spouse" is intended to include a civil union partner.

e. The Township shall assume the costs of retiree health coverage and pay the premiums for any employees, spouse or qualifying dependants who have retired and reached the age of 62 years or older with at least 20 years of service with the Township. Notwithstanding the foregoing, any such employee must enroll in Medicare Part B when eligible as the primary insurance coverage and the Township-provided coverage shall become secondary. The Township shall reimburse the retiree and spouse for Medicare Part B

2. Unless prohibited by law, the Township offers an incentive of 25% of the annual premium of insurance coverage for respective coverage levels or \$5,000.00, whichever is less, on an annual basis for employees who have coverage through his/her spouse. Employees would be able to re-enter the Township plan only if one of the following criteria were met:

- Spouse's employer discontinues or substantial diminution in level of coverage.
- Spouse loses coverage through separation from the employer.
- Spouse becomes deceased.
- Marital status changes or the birth/adoption of a first child.

All parties recognize that employees will not receive an incentive of any dollar amount if their spouse is a member of and covered by the State Health Benefit Program or its equivalent or if the Division of Pensions has issued regulations regarding the reduction or elimination of such incentive.

B. LIFE INSURANCE

Each employee, only full time non-seasonal employees subject to this Agreement

shall be covered by the Township's Group Life Insurance Policy in the amount of \$15,000.00 per employee.

ARTICLE XI

WAGES

A. SALARIES

1. Effective January 1, 2011 all members of the bargaining unit shall receive a 1.5% raise.
2. Effective January 1, 2012 all members of the bargaining unit shall receive a 1.5% raise.
3. Effective January 1, 2013 all members of the bargaining unit shall receive a 1.5% raise.
4. Effective January 1, 2014 all members of the bargaining unit shall receive a 1.5% raise.

B. ADDITIONAL COMPENSATION

In addition to the foregoing base salary, additional compensation shall be made per annum to all full-time non-seasonal employees if and only if they were hired prior to December 15, 1998 and who work an average of at least thirty-five (35) hours per week for every year of service:

1. SERVICE ADDITIONAL COMPENSATION

(percentage of annual base salary)

at the completion of the 5 th year of service	2%
at the completion of the 9 th year of service	4%
at the completion of the 13 th year of service	6%
at the completion of the 17 th year of service	8%
at the completion of the 19 th year of service	10%*
at the completion of the 24 th year of service	12% (effective January 1, 2004)

*Any employee who, as of January 1, 1999, has longevity increment which is greater than 10% shall be grandfathered at their increment on said date unless the employee is at 11% at which time they will receive 12% after 24 years effective January 1, 2004.

If the employee is hired in the first six months of the year, then the benefit will be effective retroactive to January 1st of the anniversary year. If the employee is hired after June 30th, the benefit will be effective the following January 1st. For example, if an employee is hired on March 30th the employee will commence receiving longevity payments on January 1st of the same year. If the employee commences employment on July 1st or later, he will receive longevity payments the following January 1st.

2. Any full-time non-seasonal employee hired between December 15, 1998 and January 1, 2004 shall enjoy the following longevity schedule:

YEARS OF SERVICE	PERCENTAGE
Completion of 5 years	2%
Completion of 10 years	4%
Completion of 15 years	6%
Completion of 20 years and thereafter	8%

3. All Employees hired after December 31, 2003 shall not be eligible for any type of longevity compensation

C. SNOW DAYS

If a Road Department employee is required to work on Christmas Eve/Day and/or New Years Eve/Day, that employee shall receive regular straight time pay for the day, plus, in lieu of all other payments, additional straight time pay. The minimum four (4) hour call is applicable. If an employee is required to work twenty-four (24) straight hours and carries over into his regularly schedule shift, the employee shall continue to receive time and one-half for the next shift.

D. NEWLY HIRED EMPLOYEES

At the conclusion of three months, the newly hired full-time non-seasonal employee will be evaluated by the Department Head. At the conclusion of the probationary period (six months unless extended by mutual agreement of the Township Administrator and the Union) a

newly hired employee's performance will again be evaluated by the Department Head and an interview and evaluation will be completed by the Township Administrator. Upon receipt of a satisfactory evaluation by both the Department Head and the Township Administrator, the employee shall receive the base pay for the position. All present employees who are paid at eighty percent of base pay are subject to the aforesaid interview and recommendation process except that for them the process will be completed within 30 days of the signing of the Memorandum of Agreement with the new base pay if approved retroactive to the date of hire.

E. TRANSFERS

1. Laborers operating a payloader, tree truck bucket, back hoe, sweeper and sewer jet will receive the appropriate higher rate of pay when the transfer equals or exceeds five business days. The transferred employee shall receive the higher rate of pay for each week worked. After working five (5) continuous days at the higher rate, the following contiguous week will be paid at the higher rate when more than two and one-half (2 1/2) days in said week are so worked. The Road Department staff will include a minimum of seven (7) operators one of whom will be the tree trunk bucket operator.

2. In the event of a transfer of any employee other than the Road Department (except in case of vacation and not including transfers to positions of non-union employees) from one position to a higher rated position, which equal or exceed five (5) business days, the transferred employee shall receive the higher rate of pay for each week worked. After working five (5) continuous days at the higher rate, the following contiguous week will be paid at the higher rate when more than two and one half (2 1/2) days in said week are so worked.

3. When the floater is assigned to a higher paying job and works in that job for thirty (30) consecutive business days the floater will receive the higher pay for all work in

the job thereafter. The employer will not reassign the floater for the sole purpose of avoiding out-of-title pay under this provision.

4. An annual stipend of \$600 will be paid, no later than February 1, to employees qualified for the application of pesticides and/or Black Seal licenses.

ARTICLE XII

VACATIONS AND HOLIDAYS

A. VACATIONS Full time employees covered by this agreement shall receive the following vacations with pay:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
1 full year through 3 years	2 weeks
4 years through 5 years	2 weeks plus 2 days
6 years through 7 years	3 weeks plus 1 day
8 years through 9 years	3 weeks plus 3 days
10 years through 15 years	4 weeks
16 years through 19 years	4 weeks plus 1 day
20 years and over	5 weeks

Procedure for Choosing Vacations:

1. Seniority
2. Service to the Township of Springfield
3. Vacations may be taken in days (but subject to Department Head approval)
4. At age 60 you may accumulate one week vacation a year and up to five weeks until age 65.
5. Employees with a least three (3) full years of service may accumulate up to five (5) days vacation to be taken the following year.

Part time employees shall earn 4 hours of vacation for every 100 hours worked. All earned but unpaid vacation shall be paid to the part time employee no later than January 31st of the following year.

B. HOLIDAYS

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
President's Day	Election Day/November
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas

Christmas Eve Day 1/2 work force off.

New Years Eve Day 1/2 work force off

1. Any holiday celebrated on a Monday pursuant to the laws of New Jersey shall be so celebrated as the holiday instead of the day such holiday may naturally fall upon.

2. In the event any employee works on any listed holiday, additional compensation for such work, if any, shall be paid pursuant to past Township practice.

3. All covered employees shall be entitled to holiday pay from the first day of employment.

4. Any day declared to be a holiday by the State of New Jersey, shall also be celebrated as a holiday under this Agreement.

5. If New Year's Eve and Christmas Eve fall on a weekend (Saturday or Sunday) the holiday will not be observed.

6. Part-timers covered by this agreement shall receive 5 hours of wages for every holiday indicated above.

ARTICLE XIII

SICK LEAVE

1. Definition: A full-time Township employee is entitled to sick leave if he or she is incapacitated through sickness or injury to a degree that makes it impossible for the employee to perform the duties of his or her position, or if a physician quarantines an employee because of exposure to a contagious disease.

2. Only full-time regular employees and part-time permanent employees are entitled to sick leave benefits.

3. All full-time regular employees earn one (1) day of paid sick leave per month during their first year of continuous employment. A full-time employee who began working on or before the fifteenth (15th) of the month shall receive one (1) sick day credit for that month. Thereafter, the following shall apply.

4. After the first year of continuous employment, all full-time permanent employees are entitled to twelve (12) sick days annually with unused sick leave carried from year to year with a maximum accumulation of two-hundred-forty (240) days. Documentation of the carryover must be certified by the Municipal Clerk each year.

5. If an employee has been deemed permanently disabled or is eligible for retirement benefits, the employee will be entitled to receive up to 1/3 (one-third) of his or her accumulated but unused sick leave not to exceed eighty (80) calendar days in monetary compensation at \$100.00 per day.

6. Employees who resign or are discharged are not eligible to receive payment for accumulated sick time.

7. Paid sick leave cannot be used in less than one-half (1/2) day increments.

8. Part time employees are entitled to earn 4 hours of sick time for every 100 hours worked. All earned but unused sick time shall be paid to the part time employee no later than January 31st of the following year.

9. Employees are entitled to up to one (1) year paid disability leave minus any sick leave taken. Calculation of the one year's disability leave will be consistent with the disability insurance policy for same held by the Township and specifically with the definition of "temporary recovery" therein so that any temporary recovery related to a prior disability for which payment was made under the policy will be subject to the terms of the prior disability and not exceed one year in the aggregate unless the employee has returned to his/her regular occupation on a full-time basis and performed all the material duties of the position for more than thirty (30) days. In the event an employee is permanently disabled or cannot return to work after one year, all compensation and benefits to the employee from the Town shall cease.

Employee shall not be entitled to any disability pay, and all salary payments shall cease, until the employee completes all forms required by the Township's disability insurance policy within 14 calendar days of the disability.

10. No vacation or sick days are accumulated during a disability absence.

11. Notification: Employees shall report all absences due to personal illness or disability to their supervisor and/or department head not less than one (1) hour prior to the employee's usual reporting time. If an employee is unable to contact his or her immediate supervisor or Department Head, he or she shall notify the Township Administrator of his or her intention to take sick leave. The failure to provide notice of intention to take sick leave may result in a forfeiture of sick leave credit and may result in disciplinary action.

12. Any absence due to personal illness or disability in excess of three (3) continuous

business days must be certified by a written statement by the employee's attending physician. If an employee's pattern of sick time use suggests an abuse of this benefit, the Township Administrator reserves the right to require a doctor's note for absences of ANY duration or to send the employee for examination by the Township's physician, in its discretion. Inability to provide a doctor's note when requested may result in disciplinary action.

13. An employee shall report any absence due to personal illness or disability expected to extend beyond ten (10) continuous business days to the employee's department head who shall report same to the Municipal Clerk. In the event the Township's disability insurance becomes applicable (after all accumulated sick days are used), the employee's supervisor and/or department head are responsible for informing the Township Administrator and are responsible for providing the appropriate information to the employee. The employee is required to keep in touch with the supervisor and/or department head on a weekly basis. The department head in turn will keep the Township Administrator informed as to the status of the employee's continued absence and anticipated date of return to work, and whether the disability insurance forms should be completed.

14. In all cases of reported personal illness or personal injury, the Township reserves the right to send the employee for examination by the Township physician before returning to work and/or for certification for fitness for work at the discretion of the department head and/or Township Administrator. The Township reserves the right to waive this requirement at its discretion.

ARTICLE XIV

LEAVES OF ABSENCE

The provisions of this Article shall apply to full-time employees only, unless otherwise required by law.

A. DEATH IN FAMILY In the event of a death in the immediate family (Mother, Mother-in-law, Father, Father-in-law, Stepchild, Grandparent, Brother or Sister, Son-in-law or Daughter-in-law or Brother-in-law or Sister-in-law) of an employee such employee shall be granted leave with pay from the date of death up to and including the day of the funeral, not to exceed five (5) business days. In the event of a death of a Spouse or Child/Children, ten (10) business days shall be granted.

B. JURY DUTY In the event an employee is summoned for jury duty in the State or Federal Courts, such employee shall be compensated so that the employee will receive from the Township the difference between jury duty compensation and said employee's regular base salary.

C. PERSONAL DAY Each employee shall upon request be given four (4) personal days off with pay within the contract year. Such days are not cumulative.

D. TERMINAL LEAVE Employees with over twenty-five (25) years of consecutive service shall receive sixty (60) days of terminal leave prior to retirement, subject to NJ law or regulations

E. The Township agrees to provide each employee with a Family Leave Option in compliance with NJ State and Federal Family Leave Act Law. Employees are required to acknowledge receipt of documents and forms which are sent to them in compliance with the various state and federal laws. Sick leave shall run concurrently with any such leave so that employees receive pay for that portion of leave where sick days are available.

F. The Township agrees to provide each employee with Medical insurance

Coverage during the leave period only to the extent required by law.

ARTICLE XV

VACANCIES

A. Every job vacancy and/or promotional opportunity which comes within the bargaining unit shall be known to all members of the Union by the Township making a posting of such vacancy or promotional opportunity at least seven (7) business days before any action will be taken to fill such position, except in emergencies. Existing employees of the Township shall have the right to bid for such positions.

B. A copy of all postings of vacancies and/or promotional opportunities shall be delivered to the Union at the same time the posting is made.

C. Each posting shall contain, at a minimum, the following information: Job title, short job description, annual salary for the job, working hours, date appointment to the position is to be made, minimum qualifications for the positions.

D. The Township agrees to notify the Union as soon as practicable after it learns of an opening in the bargaining unit.

ARTICLE XVI

NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slow-down, walkout or other action which interferes with the full and complete normal operations of the Employer). The Union agrees that any such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or sickout or walkout or job action it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the rights afforded permanent personnel under State Law.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operations of the Employer.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT

It is the policy of the Township to encourage full-time employees only in the pursuit of professional development and continued education in order to improve the quality of work and services provided to the residents of the Township. As such, employees shall be eligible for the following annual professional development stipends. The stipends are as follows and shall be paid no later than February 1:

2011 \$100.00 per employee

2012 \$150.00 per employee

2013 \$175.00 per employee

2014 \$175.00 per employee

ARTICLE XVIII

SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by court order to other tribunal of competent jurisdiction, such provision will be inoperative, but all other provisions will not be effected thereby and will continue in full force and effect.

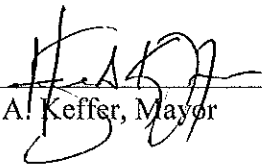
ARTICLE XIX

DURATION OF AGREEMENT

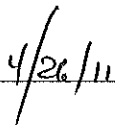
This agreement shall be in effect for the period January 1, 2011 through and including December 31, 2014, and from year thereafter unless and until terminated by either party in writing at least sixty (60) days prior to December 31, of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

FOR THE TOWNSHIP

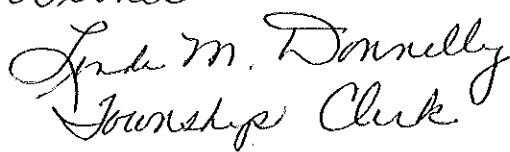


Hugh A. Keffer, Mayor




4/26/11

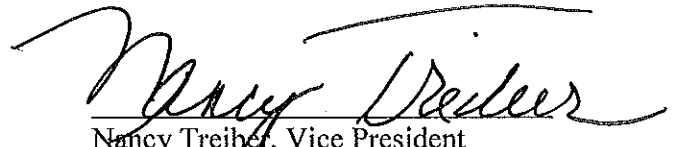
Dated: 4-26-11

Witness:

Township Clerk

FOR THE UNION



Fred Miceli, President



Nancy Treiber, Vice President

Dated: 4/26/11

SCHEDULE A

HEALTH

See Article X

DELTA DENTAL

100% BETTER COVERAGE Group 3405-01

VISION SERVICE PLAN

Regular/Bifocals for employee and family

Full coverage for life after retirement with 25 years service to the Township of Springfield for present employees (i.e. employees hired before January 1, 2008). See also Article X for additional provisions.

SCHEDULE B

CLOTHING ALLOWANCE:

Police Dispatcher	\$600.00
Special Police Officer	\$600.00
Part time Special Police Officer and Park and Recreation Workers	\$200.00