

AGREEMENT

between

THE TOWNSHIP OF HILLSBOROUGH

and

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES**

AFL-CIO Local 3697 – COUNCIL NO. 73

CLERICAL AND PROFESSIONAL EMPLOYEES

JANUARY 1, 2008 THROUGH DECEMBER 31, 2012

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PREAMBLE

This Agreement, made this 11th day of March 2008,

by and between: THE TOWNSHIP OF HILLSBOROUGH, and
 the body politic incorporate of the State of New Jersey,

hereinafter referred to as the “Township”

and: AMERICAN FEDERATION OF STATE, COUNTY AND
 MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 3697,
 Council No. 73, CLERICAL AND PROFESSIONAL EMPLOYEES,

hereinafter referred to as “Union”:

NOW THEREFORE, it as agreed as follows:

ARTICLE I RECOGNITION

- A. The Township hereby recognizes the Union as the exclusive representative for collective negotiations concerning wages, hours of employment and other terms and conditions of employment as set forth herein for all White Collar employees in classifications appended hereto as Appendix A who are employed by the Township, excluding all supervisors, managerial executives, confidential employees and all other employees except such additional classifications as the parties may later agree to include.

- B. Unless otherwise indicated by the contents of this Agreement, the title “employee” shall be defined to include all bargaining unit members, the plural as well as the singular, and to included males as well as females.

ARTICLE II DUES CHECK-OFF

The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union members. Such deductions shall be made in compliance with N.J.S.A. 52: 14-14-19(e) as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office on or before the 15th of the following month in which deductions were made.

If there shall be any change in the rate of membership dues during the life of this Agreement the Union shall furnish the Township written notice thirty (30) days prior to effective date of such change.

The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated Township officials, as provided in N.J.S.A. 52:114-15 (e) as amended. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in

reliance upon the salary deduction authorization cards submitted by the Union to the Township or any action taken by the Township under provision of the Article.

ARTICLE III AGENCY SHOP

- A. All full-time employees who were hired after December 1, 1985, and all part-time employees working thirty (30) hours per week or over, who were hired after January 1, 1993, shall, as a condition of their employment, pay at least the Agency Shop Representation Fee, as set out in this Article.
- B. Any new employees who do not join upon completion of their probationary period, and any employee previously employed within the unit who does not join within thirty (30) days of re-entry into employment within the unit, shall, as a condition of employment, pay a Representation Fee to the Union.
- C. All employees covered by this Agreement who were hired into their current position before December 1, 1985, and who are not members of the Union may continue not being members of the Union for the duration of the contract and will not be required to pay the Representation Fee, in accordance with State law, for the duration of the Agreement.
- D. The Representation Fee shall be in an amount equal to eighty-five (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union.
- E. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments.
- F. It is understood that the Union has a provision in the International Constitution which provides a procedure whereby a person paying a fee under an agency shop agreement may obtain a rebate for that portion of his fee which is used for partisan political or ideological purposes.
- G. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 (c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times, except as noted above. In the event the Union fails to maintain such a system, or if membership is not so available, the Township shall immediately cease making said deductions.
- H. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township under the provisions of this Article.

ARTICLE IV MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and/or of the United States, including, without limiting the generality of the foregoing and not limited to the following rights:

1. Executive, management and administrative control of Township government and its properties, facilities and activities of its employees who utilize 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 improve methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operations of the Township after advance notice thereof to the employees to require compliance of the employees is recognized.
 4. To hire all employees, to promote, transfer, assign, and/or retain employees in positions within the Township covered by this Agreement.
 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee covered by this Agreement for good and proper cause according to law.
 6. To lay off employees covered by this Agreement in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
 7. The Township reserves the right with regard to all the conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, codes of conduct and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms hereof are in conformance with the Constitution or Laws of the State of New Jersey and/or of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et. seq. or any of the National, State, County or Local laws or regulations.

ARTICLE V
MAINTENANCE OF WORK OPERATIONS

- A. The Union and employees covered by this Agreement hereby covenants and agrees that, for the duration of this Agreement, neither the Union nor any person acting on its behalf shall authorize or support 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 absence in whole or in part, from the full, faithful and proper performance or the employee's duty of

employment), work stoppage, slow-down, walk-out or other illegal job action against the Township.

- B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activities by the employee shall be deemed grounds for discipline including possible termination of such employee(s), which discipline may be imposed by the Township.
- C. The Union and its members hereby agree that it will make every reasonable effort to prevent people covered by this Agreement from participating in any strike, work stoppage, slow-down or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about with the Union.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both, in the event of such breach by the Union or its members.

ARTICLE VI SAVE HARMLESS CLAUSE

The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township as a result of any action by the Township under the provisions of this Agreement.

ARTICLE VII PROBATION

- A. All newly-hired employees shall be subject to a three (3) month probationary period. Purposes of said probationary period is to enable the Township to evaluate the employee's work performance and conduct in order to determine whether or not the employee merits regular employment status. If, at any time during or at the end of the probationary period, the conduct and/or performance of the employee is found to be unsatisfactory, the Township has the right to terminate the employee. The decision of the Township regarding the termination of employees who are probationary in status shall not be subject to the grievance procedure or any other recourse in law or inequity.
- B. Notwithstanding the aforesaid, the Township Committee may, in its sole discretion, determine that there is a need for an additional three (3) month probationary period for a particular employee and assign said employee such additional period. In the event that such extension should be given to an employee, and the Township later determines the employee has met the appropriate standards, the Township may, in its sole discretion, end the probationary period at any time, giving said employee the status of a regular employee from the end of the first three (3) month period. Temporary employees hired as regular full-time employees may be granted exception from any probation period.

- C. Personal days, vacation benefits, holiday pay and any other employee benefits given to regular employees under this contract will begin to accrue for probationary employees after three (3) months of service with the Township, but cannot be taken until after regular status is obtained, unless approved by the Township Administrator or designee. However, if there are benefits given regular employees which may also be granted to probationary employees during their term of probation, they will be given to those employees during probation as set forth in this Agreement.
- D. During said first three (3) month period of probation, the employee shall not have any of the employee benefits given regular employees unless set forth in this Agreement.
- E. Probationary employees with three (3) or more months of service are eligible for holiday pay.

**ARTICLE VIII
HOURS OF WORK AND OVERTIME**

- A. A normal work week period shall consist of forty (40) straight time hours. For payroll purposes, the work week shall commence every Monday morning at the employee's regularly scheduled starting time.
- B. The Township reserves the right to institute a standardized number of hours to constitute a work week for all employees covered under this Agreement. In the event an employee is working more hours than the standardized work week, such employee shall continue to do so. In the event an employee is working fewer hours than the standardized work week, such employee will then work the standardized work week and will be compensated on a pro-rated hourly basis at straight time for the additional hours beyond his previous work week.
- C. All employees covered by this Agreement shall work a forty (40) hour work week.
- D. Employees will not be required to take minutes at night meetings as part of their jobs. Any work after forty (40) hours in a normal work period is considered as overtime and will be compensated at the rate of one and one-half (1 ½) times the employee's hourly rate.
- E. The compensation referred to in §D above will either be in the form of a cash payment, or as time off, as mutually agreed to by the employee and the employee's Department Head, with the approval of the Township Administrator or Township Committee.

**ARTICLE IX
SENIORITY, PROMOTIONS, JOB VACANCIES AND TRANSFERS**

- A. Definition and Loss
 - 1. Seniority is defined as an employee's length of service with the Township beginning with the employee's latest date of commencing work with the Township.

2. Newly appointed probationary employees shall have no seniority and shall not be eligible for seniority in terms of this Agreement until they have completed the probation period, seniority shall accumulate from their hire date until there is a break in the employee's service.
3. A break in service occurs when an employee resigns, is discharged for cause, is on leave of absence, exclusive of sick leave, retires, or is laid off. An employee who is reinstated after a break shall commence their seniority as of the date of their return without any concern toward the prior service.
4. For purposes of this Agreement, an employee who is absent without leave for five (5) consecutive days or who fails to notify the Township regarding a return from any leave of absence, including sick leave, shall be considered to have resigned from Township employ.

- B. If new jobs are created or if vacancies occur of at least a thirty (30) day duration, the Township shall determine the qualifications required for such position.

The Township agrees to post a notice of any new job or vacancy on the Union bulletin board for a period of five (5) working days. Such notice shall contain a description of the job, hours of work, location, the Class or Grade of the position, and when the job shall be available. Employees who are interested, in order to be eligible for such job, must sign the notice. Any employee who fails to sign the notice shall not be eligible for the vacancy or position in question. Preference will be granted on the basis of departmental seniority for White Collar positions, provided that the applicant has the necessary skills and ability to perform the work required determined by the Township. However, all other employees are eligible to bid. If a bidder is a successful or non-successful applicant for the position in question, said employee will be notified by a memorandum and a notice thereafter will be placed on the bulletin board within five (5) working days after the expiration of the five (5) working days required for the posting of such notice.

- C. Any employee so selected to fill such job shall be granted a training period of sixty (60) calendar days. If it shall be determined by the Township during this period that the employee is unqualified to perform the duties to which he is promoted, the Township shall place the employee in his former position or a position equivalent thereto. The promoted employee shall receive the rate for the job in question as of the day that person begins the training period. If removed from the position, during or at the end of the training period, the employee in question shall then receive the rate of the position to which the employee is assigned following his removal.
- D. If a Union position becomes available due to a vacancy and a Union employee is moved to the vacant position, the employee will receive a two point five (2.5%) percent increase over their existing salary or the minimum salary for the new position grade, whichever results in a higher salary, provided the employee has a 2.5 rating or better on their current Performance Review, and has not had a step or merit increase in the preceding twelve (12) months.
- E. All regular employees shall be given a forty-five (45) day written notice prior to layoffs. In the event of a layoff, White Collar workers with the most Township seniority will have preference provided that they have the requisite qualifications, skills and ability to

perform the work available. The determination of whether an employee has the requisite qualifications, skills and ability to perform the work available shall be within the sole discretion of management.

- F. The Township shall draw up an initial seniority list after the signing of this Agreement and such list will be posted on the Union bulletin board at that time. All employees covered by this Agreement who object to the said list shall inform the Township of said objections. The seniority list shall include name, hire date and Union date and shall be updated as needed.

ARTICLE X GRIEVANCE PROCEDURES

- A. A grievance is a claim by an employee based upon and limited to an alleged violation of the express terms and conditions of this Agreement. Notwithstanding the above definition of "grievance", any dispute involving the following shall not be subject to this procedure.
 - 1. Any matter, which, according to law, is beyond the power of the Township or the Township Committee.
 - 2. Matters which have specific remedy in law.
- B. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue under the direction of his or her superintendent and supervisors, perform all assignments and adhere to all policies, procedures, rules and regulations of the Township, until such grievance and the effect thereof shall have been fully determined.
- C. The purpose of this procedure is to secure, at the lowest possible level, an equitable settlement of the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department, and having the grievance adjusted without the intervention of the Union.
- D. Failure by management to communicate a decision at any step with the time limits set forth in the procedure shall be deemed a denial of the grievance and the grievance shall go to the next higher step.
- E. Failure by the employee or the Union at any step to appeal the grievance to the next step within the specified time period shall be deemed a forfeiture of the right to process the grievance to the next higher step.
- F. Steps of the Grievance Procedure.

The Steps shall be followed in their entirety unless any step is waived by mutual consent:

STEP ONE

1. An aggrieved employee shall institute action under this provision in writing hereof within twenty-one (21) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his supervisor for the purpose of resolving the matter informally. Failure to act within the said twenty-one (21) calendar days shall be deemed to constitute an abandonment of the grievance.
2. The supervisor, or his designee, shall render a decision in writing within fourteen (14) calendar days after the grievance is first presented to him, if it cannot be handled informally.

STEP TWO

If the grievance has not been resolved through Step One, the grievance shall be presented in writing to the department head, or his designee, within seven (7) calendar days after the supervisor's response is due. The department head shall respond in writing within seven (7) calendar days. In the event, the supervisor and the department head are the same individual, Step Two will be omitted and the matter will proceed to Step Three.

STEP THREE

If the aggrieved wishes to appeal the decision of the department head, or his designee, the grievance should be presented to the Township Administrator or his designee, within seven (7) calendar days after receiving the department head's or his designee's decision. The Township Administrator or his designated representative shall schedule a meeting to review the matter and shall present a decision in writing within fourteen (14) calendar days after the receipt of such grievance.

STEP FOUR

If the grievance is not settled through Step three then the grievant may petition for final resolution of the grievance directly to the Township Committee. The request for resolution shall be filed in writing, with the Township Clerk within seven (7) calendar days of the receipt of the Step three decision. The Township shall then arrange a mutually acceptable time for a grievance hearing within fourteen (14) calendar days after the receipt of said request. The Township Committee shall hear only one (1) grievance on only one (1) issue per hearing. No multiple grievance hearing will be permitted unless by written consent of the Union and the Township prior to the commencement of the hearing. The Township Committee shall render a written decision within thirty (30) days after the hearing.

STEP FIVE

1. If the grievance is not settled at Step Four, the Union may refer the matter to arbitration within fifteen (15) working days of the decision at Step Four. An arbitrator shall be selected in accordance with the procedure of the Public Employment Relations Commission.

2. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.
3. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.
4. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from, or in any way modify any of the terms of this Agreement.
5. The decision of the arbitrator shall be in writing with reasons therefore and shall be binding up on the parties, subject however, to any applicable statutes and case law available to the parties.
6. Union Representation at the Grievance Procedure:

The employee may at his/her option be represented by the shop steward and/or the local president at Steps One through Three of the grievance procedure and by the shop steward and/or local president and the AFSCME representative at Step Four.
7. Either the Township or the Union may waive any steps of the grievance procedure, but said waiver can only be done in writing and with the consent of the other party in question.
8. The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

**ARTICLE XI
OVERTIME**

(RESERVED)

**ARTICLE XII
VACATIONS**

- A. All regular full-time employees shall be entitled to vacation leave based on their years of continuous service. Periods of a leave of absence without pay, except for military leave, or part-time service shall be deducted from the employee's total continuous service for purposes of determining the earned credit for vacation leave.

Vacations with pay shall be granted to employees as follows:

From commencement of work to December 31st of the year of appointment employee shall accumulate one (1) day a month after the first two (2) months of employment, but said vacation days or pay does not vest until employee has been employed six (6) months.

1 year through five 5 years	10 working days.
Upon completion of 5th yr	15 working days.
Upon completion of 10th yr	20 working days.
Upon completion of 15th yr	22 working days.
Upon completion of 20th yr	24 working days.

- B. An employee shall receive vacation time in accordance with the anniversary date in any calendar, regardless of when during the year the anniversary falls. Departing employees shall be compensated for unused vacation time on a prorated monthly basis and any vacation time used in excess of the accrued amount shall be deducted from the employee's final pay. If an employee leaves the employ of the Township in a year in which he changes steps in the vacation schedule, but prior to reaching his anniversary date and he has already taken his vacation days based upon that date, any extra vacation time taken but not yet earned will be owed to the Township and his pay will be adjusted accordingly. The rate of vacation pay for employees shall be the employee's regular straight time rate of pay in effect for the employee's regular job.
- C. All vacations must be taken during the current year and may not be accumulated. However, if an employee is unable to utilize his full vacation entitlement because of needs of the Township, and with the approval of the Township Administrator, the employee shall be permitted to carry over a maximum of five (5) unused vacation days into the following year. The unused vacation carry-over must be taken during the year of carry-over or it will be forfeited.
- D. All earned vacation credits which are not used due to retirement, retirement due to disability, or death, shall be paid to the employee, Executor or his next-of-kin on the retirement, disability retirement, or death of the employee.
- E. All vacations must be scheduled and approved by the Township Administrator, or his designee. It is his responsibility to schedule individual vacations so that the activities of the Township may be carried out without interruption or inconvenience. Employees with seniority within the Township will be given first preference in assignments of vacations insofar as possible depending upon the departments upon which the employee is working and the needs of the Township. In order to exercise seniority in vacation selection, all vacations must be submitted to the Department Head no later than March 31st. Vacation request submitted after March 31st will not be subject to seniority preference and will be addressed on a first come, first serve basis.
- F. In the event an employee has used vacation which was not earned, at the time of his resignation or termination, the Township shall be reimbursed for said unearned vacation days.

- G. The Township will not grant pay in lieu of vacation.
- H. When an employee is out due to illness and has no accumulated sick leave to cover such illness, he may apply any unused vacation or personal leave to cover said lost days due to illness.
- I. Employees called back to work while on vacation shall receive pay at the rate of 1 1/2 times the employee's regular time for the period worked and another vacation day would be scheduled in accordance with the normal terms of the within policy.
- J. Once vacation time has been requested, the Supervisor or Department Head, whichever is applicable, must approve or deny a request for vacation, in writing, within five (5) working days. If the Supervisor or Department Head does not respond to the employee in writing within five (5) work days, the employee must forward the request to the Township Administrator for approval. The Township Administrator will have five (5) work days to respond.
- K. Vacation time may be taken in one-half (1/2) day increments.

**ARTICLE XIII
HOLIDAYS**

- A. There shall be fifteen (15) paid holidays (for regular full-time employees) during the term of this Agreement. The following days will be recognized as holidays under this Agreement:

New Year's Day	Columbus Day
Dr. Martin Luther King Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Day
Memorial Day	Day preceding Christmas Day
Independence Day	Floating Holiday
Labor Day	

Effective January 1, 2009, Lincoln's Birthday as a Holiday shall be eliminated. Effective January 1, 2009, the number of Floating Holidays shall increase from one (1) to two (2).

- B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday.
- C. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday.
- D. Whenever a holiday falls during the time an employee is on a paid sick leave, that day will not be charged against his sick leave.
- E. Employees who are on leave of absence without pay will not be eligible for holiday pay.
- F. In order to qualify for holiday pay, employees must work their scheduled work day immediately preceding and scheduled work day immediately following the holiday or holiday weekends unless on excused absence.

- G. All authorized work performed on a holiday shall be paid for at double time the employee's regular time plus that holiday pay to which the employee is entitled.
- H. If a special holiday, not covered by this or any other contract Agreements, is declared by the Mayor and the Township Committee, unit members shall be entitled to such holiday in addition to those listed in this Agreement.
- I. Floating Holiday(s) must be approved by the Department Head so as not to inhibit the operation of the office. The Floating Holiday(s) cannot be carried over into subsequent years.
- J. If a National Holiday is declared by the President of the United States, employees shall be entitled to such holiday in addition to those designated. In lieu of holiday time off, the employee may receive either an additional floating holiday to be taken during that calendar year or payment for the designated holiday will be included in the employee's final pay period of the year at a straight time rate.

**ARTICLE XIV
LONGEVITY**

- A. All regular full-time Township employees hired prior to August 14, 1996, in addition to the annual salary, shall be paid with their base pay during each pay period, longevity payments based upon the following scale:
 - 1. After five (5) years of continuous full-time service and starting with the sixth (6th) year and including the tenth (10th) year...2% of annual salary
 - 2. After ten (10) years of continuous full-time service and starting with the eleventh (11) year and including the fifteenth (15) year...4% of annual salary
 - 3. After fifteen (15) years of continuous full-time service and starting with the sixteenth(16th) year and including the twentieth (20th) year...6% of annual salary
 - 4. After twenty (20) years of continuous full-time service and starting with the twenty-first (21st) year...8% of annual salary
- B. All regular full-time Township employees hired on or after August 14, 1996 shall be paid in addition to their annual base pay during each pay period, longevity payments based upon the following scale:
 - 1. After five (5) years of continuous full-time service and starting with the sixth (6th) year and including the tenth (10th) year.....1% of annual salary
 - 2. After ten (10) years of continuous full-time service and starting with the eleventh (11) year and including fifteenth (15th) year.....2% of annual salary
 - 3. After fifteen (15) years of continuous full-time service and starting with the sixteenth (16) year and including the twentieth (20th) year.....3% of annual salary

4. After twenty (20) years of continuous full-time service and starting with the twenty-first (21st) year.....4% of annual salary
- C. Longevity payment shall be paid as hereinafter fixed and determined, such longevity pay shall be considered as additional compensation and shall be part of each full-time employee's salary for retirement benefits.

**ARTICLE XV
PERSONAL LEAVE**

- A. In regard to personal leave, the following regulations apply:
1. All personal days must be requested in writing at least two (2) full working days in advance except in cases of emergency.
 2. All regular full-time employees covered by this Agreement shall be eligible for three (3) days personal leave, with pay, for personal matters concerning the employees as delineated below.
 3. Employees are required to submit a form provided by the Township and said granting of leave shall not interfere with the efficient operation of the Township.
 4. One or more of the following categories are eligible reasons for taking personal days:
 - a. Death (except as indicated in Article XXI).
 - b. Court orders.
 - c. Religious observances.
 - d. Personal affairs of a non-recreational nature and personal affairs or professional affairs which cannot be carried out after scheduled work hours.
- B. Personal leave shall accumulate at the rate of one (1) day for every four (4) months, but may not be carried over into the next calendar year.
- C. Personal days may be taken in one-half (1/2) day increments or lesser increments, as determined by the Department Head, with the approval of the Township Administrator.
- D. When requesting personal leave, the employee's Supervisor or Department Head must approve or disapprove a request, in writing, within five (5) work days of the request. If the employee's Supervisor or Department Head does not respond to the employee within five (5) work days in writing, the employee must forward the request to the Township Administrator for approval. The Township Administrator will have five (5) work days to respond.

**ARTICLE XVI
HEALTH BENEFITS**

- A. The Township shall provide to each member covered under this Agreement full coverage as currently in existence. Coverage shall be extended to the entire family of the employee,

including spouse, domestic partner or civil union partner and all unmarried and unemancipated children, whether naturally borne or adopted and any step-children, who have not yet attained the age of twenty-three (23) years, and are actually members of the employee's immediate household.

B. Effective April 1, 2008, the co-pays and deductibles will be as follows:

NJ Direct 10

Co-Pay	\$10.00
Out-of-Network	80%/20% (after deductible)
Emergency room	\$25.00

There are no referrals required and a PCP does not have to be selected.

Aetna and Cigna HMO

Co-Pay	\$10.00
Emergency Room	\$35.00

There is no out of network coverage.

C. The Township reserves the right to change insurance carriers and/or self-insurance so long as substantially similar benefits are provided.

D. The Township shall offer a Dental Program to all employees covered by this contract paid 100% by the employees.

E. Any full time Township Employee may choose, at his or her sole option, not be enrolled in the health insurance plan provided by the Township. Any employee so choosing shall be eligible to receive reimbursement, lump sum, as provided herein, in lieu of receiving health, dental or prescription benefits from the Township in accordance with the following payments:

Family:	\$2,500.00
Husband & Wife:	\$1,500.00
Single:	\$1,000.00

This benefit will not apply to any employee having a spouse receiving health insurance from the Township.

1. An employee who chooses not to accept health insurance coverage must provide satisfactory proof in writing that employee is covered by health insurance provided by his or her spouse or by other means by providing notice of such coverage.
2. The lump sum payment referred to in this article shall be paid on the last day in December of each year. Any employee who chooses not to accept health insurance coverage who leaves Township employment in good standing shall be entitled to a pro-rata share of the payment set forth above at the time of his or her separation from Township employment.

3. This option is available to active full time employees who are covered by a current health insurance program sponsored by the Township.
4. The reimbursement provided herein shall not be considered wages or any other compensation for the purpose of calculating retirement benefits, seniority benefits and/or longevity benefits or for any other purpose.

F. Effective April 1, 2008, the prescription co-pays shall be as follows:

\$3.00	generic drugs
\$10.00	brand name drugs

Said prescription co-pays may change at the discretion of the Township should the NJ State Health Benefits prescription plan change.

**ARTICLE XVII
REST PERIODS**

- A. Employees within this bargaining unit may take two (2) rest periods (one in the morning and one in the afternoon) of not more than ten (10) minutes each for each day of work at times scheduled by the immediate supervisor.
- B. A rest period may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

**ARTICLE XVIII
SICK LEAVE**

- A. Sick leave shall be defined as an absence of an employee from post or duty because of illness, accident, or exposure to contagious disease. An employee shall not be eligible for sick leave under this Agreement if the accident or injury occurs while the employee is being employed by a company or organization other than the Township of Hillsborough. Sick leave may be taken for illness of a member of the immediate family which is understood to mean spouse, domestic partner or civil union partner, children or parent residing in the same dwelling place with the employee.
- B. Regular full time salaried employees of the Township shall be eligible to accumulate sick leave on the basis of one (1) day for each month worked, to a maximum of twelve (12) days per year. In the first year of employment, employees shall be entitled to two (2) days of sick leave after they have worked for two (2) months and one (1) day of sick leave for each month thereafter. Sick leave credit shall not accumulate while an employee is on leave whether with or without pay. Part-time, temporary and probationary employees shall not be entitled to sick leave.
- C. The Township may require proof of illness from the employee on sick leave where such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In cases where illness is of a recurring or chronic nature, causing recurring absences of one (1) day or less, the Township reserves the right to require competent medical evidence at the Township's expense to be submitted prior to the reinstatement of said employee and also reserves the right to have the employee examined by the Township physician before returning to duty.

D. Notification procedures are as follows:

1. All absences due to illness or disability shall be reported immediately by or for the employee to the Township Administrator or the department head, or his designee with the indication of the expected duration of such illness or disability. An employee shall notify his immediate supervisor within one-half (1/2) hour after the start of the regular scheduled shift that the employee is going on sick leave (unless a doctor's note is submitted in advance saying the employee will be off for more than one day).
2. Failure to report absences on the part of any employee may be cause for disciplinary action and may result in the employee's pay being docked for the day.
3. If an employee is unable to report such illness, a relative or other responsible person shall notify the Township of all pertinent facts.
4. Members of the Township covered by this Agreement, when sick or injured, shall be responsible for notifying their supervisors as to their place of confinement or any subsequent change in their place of confinement. If unable to report such, a relative or other responsible person shall notify the Department with all pertinent facts.

E. Sick days are not accumulated in advance of time earned. Sick leave not used in a calendar year shall accumulate into the following year, but no payment shall be made upon employee termination or at any time for unused sick leave which the employee has accumulated, except as hereinafter set forth.

F. When an absence due to illness or injury does not exceed three (3) consecutive days, normally the employee's statement of the cause will be accepted without a supporting statement by the attending physician. Any absence due to illness or injury in excess of three (3) consecutive days may, in the discretion of the Township Administrator, department head, or their designee, require a written statement from the attending physician. The Township also reserves the right to require the employee to be examined by the Township physician and certified as fit for duty before returning to work.

G. An absence due to illness on a Monday or a Friday or the day preceding or following a paid holiday may require written statement from the attending physician where the Township has previously notified the employee of such requirement. Except as otherwise provided by law, any employee covered by this Agreement who shall be absent from duty without just cause or leave of absence for the continuous period of five (5) days, shall cease to be an employee of the Township.

H. No employee, while on sick leave from the Township, shall otherwise employ or engage in any outside work or employment whatsoever. Whenever an employee reports being sick, it is understood that the employee will be at home, and, if for some reason the employee must leave his home during the absence for sickness, then in that case, he must leave a telephone number where he can be reached.

- I. The Township may, at its discretion, schedule medical examinations for all Township employees annually, or more frequently, if the Township deems it necessary.
- J. Employees shall be permitted to accumulate unused sick leave during an employee's tenure for purposes of receiving terminal pay at time of retirement or resignation of a vested employee. Upon retirement or resignation of any vested employee, any accumulated sick leave shall be paid to the employee based on the rate of one (1) day's compensation for each three (3) days of accumulated sick leave to a maximum of seven thousand five hundred dollars (\$7,500.00). If an employee dies prior to his retirement, the accumulated sick leave benefits due him shall be paid to his estate. ****NOTE-** A vested employee is defined as an employee with at least ten (10) years of continuous service with Hillsborough Township.
- K. Employees who, at the end of the calendar year, have not utilized any sick days during the preceding twelve (12) calendar months will receive a cash payment in January of \$125.00. Those employees who have utilized three (3) or less days during the same time will receive a \$75.00 cash payment.
- L. Once all accumulated sick leave has been used for a sickness, the employee may apply any unused vacation leave to cover such sickness.
- M. If an employee sustains an injury or illness, he will be continued without loss of pay for a maximum of one (1) year from the date of the disability or accident. An employee will be eligible for such leave of absence, if it is due to a job injury defined in the New Jersey Workers Compensation Law. Payments which an employee receives as provisions of the Workers Compensation Law or temporary disability laws shall either be remitted to the Township or used as an offset to full salary payments.
- N. Members of the Township who absent themselves in an improper manner shall be subject to disciplinary action being preferred against them.
- O. Employees covered by this Agreement, under certain qualifications, will be entitled to receive a physical provided for the Township. Persons over the age of 40 will be entitled to receive one (1) physical per year paid for by the Township. Employees under the age of 40 will be able to receive one (1) paid physical every three (3) years. To be eligible for such physicals, employees must have such physical performed by the Township designated physician and must be cleared by the Administrator prior to the physical taking place. In addition, no other person, other than the employee, will be entitled to such physical and only while in the employ to the Township. Said request for physical must be in writing to the Administrator in order to be eligible to receive approval for such.

**ARTICLE XIX
OCCUPATIONAL INJURY**

- A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury as defined in New Jersey Workmen's Compensation Law will be reimbursed to the date of the injury, when substantiated by the Township physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced

by the amount of Workmen's Compensation paid under the New Jersey Workmen's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one (1) year from the date of injury.

- B. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

**ARTICLE XX
NON-PAID LEAVES OF ABSENCE**

- A. All leaves of absence without pay shall be at the discretion of the Township Committee.
- B. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with seniority continued retroactively, exclusive of the period of absence, and no loss of other employee right, privileges, or benefits, provided, however, that sick leave, vacation leave, holiday pay and longevity shall not accrue.

**ARTICLE XXI
JURY LEAVE**

- A. Any regular full-time employee covered by this Agreement who is required to serve on a jury, shall be granted a leave of absence with pay to serve on said jury. During the time that he is serving on said jury, the employee shall receive his pay from the Township. The amount of pay is to be the difference between full pay and jury pay. The employee shall be paid only for actual time required to serve on jury duty, and, if there are times the employee isn't scheduled for jury duty, then he must report for work. If excused before 11:00 am for that day, the employee shall report for work.
- B. All requests for jury leave must be filed with the department head within four (4) days from receipt of summons. Certification of jury service following jury duty shall be submitted to the department head and placed in Personnel History file.

**ARTICLE XXII
BEREAVEMENT LEAVE**

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the date of death or the day of the funeral, but in no event shall leave exceed four (4) business days.
- B. The term "immediate family" includes spouse, domestic partner, civil union partner, daughter, son, father, mother, brother, sister, grandfather, grandmother, grandchild, mother-in-law, father-in-law, step-father, step-mother, step brother, step-sister, step-child or relative who is regularly living in the employee's household.
- C. All employees covered by this Agreement shall be entitled to one (1) work day leave without loss in pay to attend the funeral of anyone in the "non-immediate family". For the purpose of this article, the term "non-immediate family" is defined to mean aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.

- D. But in no event shall employees be paid for more than eight (8) hours in any one work day and such bereavement leave pay shall be at employee's regular rate. Proof of death shall be submitted by employee to Township to qualify. If a member of the employee's family is buried outside the State of New Jersey and the employee does not attend said funeral, then the employee will receive only one (1) day's paid leave.
- E. It is the intention of this Article that an employee will suffer no loss of regular pay for the time period specified above. In the event the employee is already receiving payment in the form of vacation pay or other compensation from the Township, bereavement leave will supersede.

**ARTICLE XXIII
MILITARY LEAVE**

- A. Any full-time employee covered by this Agreement who is a member of the United States Reserves, or a State National Guard, and is required to engage in annual active duty training, shall be granted a leave of absence in accordance with applicable State Law.
- B. The employee shall be entitled to be paid the difference between his regular Township salary and his military pay, if the military pay is less than his regular base Township pay for the period of military leave.
- C. Such leave shall not exceed fifteen (15) consecutive days of training.

**ARTICLE XXIV
BULLETIN BOARDS**

- A. The Township shall provide a bulletin board in the rest area for the purposes of Union business.
- B. Notice of Union meetings, official Union business, Union social, recreational and educational events shall be the material posted by the Union. Such notices shall be signed by a Union officer prior to posting and must be on Union letterhead. No notices of a political nature or notices disrespectful to the Township or officials of the Township shall be posted on said bulletin boards.

**ARTICLE XXV
UNION REPRESENTATIVES**

- A. A representative of Council #73 shall be admitted on the premises of the Employer. The representative shall notify the Township Administrator of his/her presence on the premises and indicate the nature of his/her business and anticipated duration of the visit.
- B. The Township recognizes and shall deal with the accredited Union President or his designee in all matters relating to grievances and interpretation of this Agreement.
- C. A written list of the Union Officials and Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards or Officials.

- D. The Township agrees to recognize a maximum of two (2) Stewards selected by the Union. The Union President or his designee shall be granted a reasonable amount of time during regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township, and the investigation and presentation of grievances in accordance with the provisions of the Agreement. Both parties agree that if it is necessary for the President or his designee to perform any of such duties during his work time, the President, or his designee shall be released from work by his supervisor when it is convenient to the Township and only to the extent necessary to make the investigation and for conferring with the Township representative. Neither the President nor his designee shall leave their work without first obtaining the permission of their division head, which permission shall not be unreasonably withheld.
- E. The President or his designee is authorized to investigate, present and process grievances on or off the premises, provided such activity is not disruptive of any work in which he is engaged and subject to the necessity of maintaining his schedule and not disrupting the schedule or manpower of any other member of the bargaining unit who may be involved in the grievance. The President or his/her designee shall notify his/her supervisor whenever they are working on a grievance matter or related thereto. Union meetings which are scheduled during the lunch period must result in office coverage which is satisfactory to the Township Administrator or his/her designee.
- F. Any settlement of a grievance by the President or his designee and the employee's supervisor involved in the dispute shall be reviewable by the Township and the Union at the request of either and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

**ARTICLE XXVI
UNION CONFERENCES AND CONVENTION LEAVES**

- A. An employee of the Township who is a duly authorized delegate of the Local Union may apply for a leave of absence to attend the International Convention, Council 73 Conventions, Conferences and Educational Classes. Said leave of absence shall not exceed 2 days for any employee in any one year nor shall the number of people so authorized exceed 2 persons in any one year. The employee receiving leave of absence to attend Union conferences as above described shall be entitled to be paid for his or her regular wages during said leave.
- B. The Township shall approve the application for leave of absence submitted by the duly authorized delegate, so long as the efficient operation of the Township permits, however, such determination shall not be subject to the grievance procedure.
- C. Thirty (30) days advance notice will be given by the Union of such requests.

**ARTICLE XXVII
ACCESS TO PERSONNEL FILE**

- A. An employee shall within five (5) working days of a written request to the Personnel Department, have an opportunity to review their personal folder in the presence of an appropriate official of the Personnel Department or its designee to examine any criticism, commendation or any evaluation of his work performance or conduct prepared by the

Township during the term of this Agreement. They shall be allowed to place in such a file a response of reasonable length to anything contained therein.

- B. The contents of the employee's personal history file shall not be made public unless required in disciplinary proceedings or by court order or subpoena process in a judicial proceeding.
- C. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the contents of the evaluation unless such agreement is stated thereon.
- D. The contents of a written evaluation of an employee shall not be subject to the grievance procedure, but said employee may confer with the Personnel Committee of the Township Committee and any determination by said Personnel Committee shall be non-grievable.
- E. The Township will establish a log for each personnel file of employees covered by this Agreement which will contain a list of items in the file and the date of inclusion in the file.
- F. The Township shall maintain only one (1) set of personnel records and it shall be maintained by the Township Clerk.
- G. Before any disciplinary action is placed in an employees personnel file, said employee shall be notified of such action in the presence of a Union Steward or President if the employee so desires.

**ARTICLE XXVIII
RULES AND REGULATIONS**

- A. Copies of all Rules and Regulations shall be posted on the bulletin board.
- B. Where any rules, regulations or policies are in conflict with the express provisions of this Agreement, the express provisions of this Agreement shall govern.

**ARTICLE XXIX
EMERGENCY**

- A. In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy.
- B. The determination as to what conditions constitute an emergency will be at the discretion of the Mayor and/or his designee and will not be subject to the grievance procedure.

**ARTICLE XXX
LATENESS AND ABSENCE**

- A. Employees have the responsibility to notify their supervisors prior to the beginning of their assigned shift if they are to be tardy or absent. If, for some reason, the employee is unable to call prior to the beginning of the shift, he/she must make notification within the first one-half (1/2) hour of his/her assigned shift to advise them of the fact.
- B. If an employee fails to notify said supervisor that he/she is tardy or absent, he/she may be subject to discipline and/or the loss of pay for the period of time during which he/she is either tardy or absent.

**ARTICLE XXXI
MEMBERSHIP PACKETS**

- A. The Union may supply kits or packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the Township and the Union.
- B. The Union agrees to distribute such membership kits or packets to new employees during the initial phase of employment but only during non-working hours.

**ARTICLE XXXII
WORK UNIFORMS**

- A. Appropriate foul weather gear will be furnished for use by the following full-time employees listed under sub-section B. Foul weather gear shall be defined as rain gear, including top and bottom covering (rain jacket/rain pants), rubber boots, boot covers and gloves.
- B. The following Field Personnel will be entitled to a field attire allowance of up to \$200.00 upon filing of receipt(s):

Assessment Clerk/Field Representative	Electrical Sub-Code Official
Assistant Building Sub-Code Official	Electrical Inspector
Assistant Township Engineer – Survey	Engineering Aide
Assistant Township Engineer	Environmental Health Specialist
Assistant to Township Engineer	Field Inspector for Tax Assessing
Fire Protection Inspector	Fire Inspector
Fire-Sub Code Official	Building Inspector
Plumbing Sub-Code Official	Building Sub-Code Official
Plumbing Inspector	

**ARTICLE XXXIII
WAGES**

- A. The Township will pay each employee at the end of each two (2) week period. Payroll shall be calculated on the number of work days in each year which this Agreement covers.

- B. For purposes of wage determination employees of the clerical staff are grouped into two (2) classes as follows:

CLASS I

Assistant Recreation Director
 Bookkeeper
 Clerk to Tax Assessor
 Clerk to the Tax
 Collector & Treasurer
 Deputy Court Administrator

 Deputy Court Administrator/Clerk
 /Bd of Adjustment
 Violations Clerk
 Senior Tax Clerk
 Social Services/
 Environmental Health Aide
 Recreation Assistant
 Registered Environmental Health
 Specialist

CLASS II

Assessment Clerk/Field Representative
 Technical Assistant
 Assistant Tax Assessor
 Civilian Police Specialist
 Technical Assistant/Secretary to Construction
 Official
 Clerk to Planning Board
 Clerk to Public Works
 Clerk to the Engineering Department
 Health Clerk
 Office Administrator
 Police Department Clerk
 Police Secretary
 Receptionist
 Recreation Clerk
 Secretary to Fire Safety
 Secretary to Recreation
 Secretary to Board of Health
 Secretary to Social Services
 Secretary to Tax Assessor
 Secretary to Township Engineer
 Secretary to Zoning
 Senior Transportation Bus Driver

- C. Salaries for Clerical and Technical Staff is set forth below:

Effective January 1, 2008, all employees covered by this Agreement shall receive a 3.5% increase on their present salary, retroactive to January 1, 2008

Effective January 1, 2009, all employees covered by this Agreement shall receive a 3.5% increase on their December 31, 2008 salary.

Effective January 1, 2010, all employees covered by this Agreement shall receive a 3.5% increase on their December 31, 2009 salary.

Effective January 1, 2011, all employees covered by this Agreement shall receive a 3.5% increase on their December 31, 2010 salary.

Effective January 1, 2012, all employees covered by this Agreement shall receive a 3.5% increase on their December 31, 2011 salary.

- D. The levels in each class are eliminated, step increases to be given in five (5%) increments within the new ranges.

The salaries are as follows:

Beginning salary for New Employees

Class II	\$30,910.00
Class I	\$32,759.00
Grade 12	\$40,224.00
Grade 11	\$43,137.00
Grade 10	\$46,544.00

2008 Highest salary for Class/Grade

Class II	\$51,873.99
Class I	\$54,756.28
Grade 12	\$72,582.94
Grade 11	\$77,838.66
Grade 10	\$83,988.18

2009 Highest salary for Class/Grade

Class II	\$53,689.58
Class I	\$56,672.75
Grade 12	\$75,123.34
Grade 11	\$80,563.01
Grade 10	\$86,927.77

2010 Highest salary for Class/Grade

Class II	\$55,568.72
Class I	\$58,656.30
Grade 12	\$77,752.66
Grade 11	\$83,382.72
Grade 10	\$89,970.24

2011 Highest salary for Class/Grade

Class II	\$57,513.63
Class I	\$60,709.27
Grade 12	\$80,474.00
Grade 11	\$86,301.12
Grade 10	\$93,119.20

2012 Highest salary for Class/Grade

Class II	\$59,526.61
Class I	\$62,834.09
Grade 12	\$83,290.59
Grade 11	\$89,321.66
Grade 10	\$96,378.37

No employee is guaranteed the new top of the range. Those employees at the top of the range will receive the contractually agreed increase over their present salary only. Any increase beyond

the amount determined by the contractually agreed increase must be approved by the governing body as a step increase.

This change allows for employees who are at the top of their Class/Grade to receive a step increase, if approved, in addition to the contractually agreed increase.

Approval/Disapproval of step increase

Union employees recommended for step increases by their respective Department Head will receive a written decision from the Township Administrator when the increase is not approved. Decisions regarding step increases shall not be subject to the grievance process.

E. Professional Job Grades

<u>Job Title</u>	<u>Grade</u>
ASSISTANT TOWNSHIP ENGINEER	10
ASSISTANT TOWNSHIP ENGINEER – SURVEY	10
BUILDING SUB-CODE OFFICIAL	10
SENIOR ENGINEERING AIDE	10
ASSISTANT TO TOWNSHIP ENGINEER	11
ZONING OFFICER	11
FIRE SUB-CODE OFFICIAL	11
PLUMBING SUB-CODE OFFICIAL	11
ELECTRIC SUB-CODE OFFICIAL	11
ASSISTANT BUILDING SUB-CODE OFFICIAL	11
FIRE INSPECTOR	12
FIRE MARSHAL	12
DEPUTY FIRE MARSHAL	12
BUILDING INSPECTOR	12
PLUMBING INSPECTOR	12
ELECTRICAL INSPECTOR	12
FIELD INSPECTOR FOR TAX ASSESSING	12
ENVIRONMENTAL HEALTH SPECIALIST	12
ENGINEERING AIDE	12

F. All regular retirees shall be entitled to the retroactive pay.

G. New Union employees shall be defined throughout this Agreement as follows: An employee who is currently not a member of this Union (AFSCME Local 3697, Council No. 73), irregardless of whether they are currently or have previously been employed in another capacity by Hillsborough Township. (Examples of such are, but not limited to the following: part-time employees, non-union positions/employees or a member of another existing union representing employees within the Township).

H. 1. New union employees shall have their starting salary set at the current starting salary for the position, based on the Township Salary ordinance and this contract. If it has been determined that after attempting to fill a vacant position at the

minimum starting salary results in a no hire or a lack of interest situation, the Township reserves the right to hire a new employee at a salary consistent with the current market value of said position based on current economic conditions.

2. If the Township hires a new employee at a higher rate than the starting salary, then, in order to create equality, all current employees in that title who are below that salary shall be brought up to the salary of the new hire.

I. Merit/Step Increases

1. Department Heads will make recommendations for merit increases based upon the annual evaluations of employees in their departments.
2. A Compensation Committee consisting of the Administrator and all Department Heads with White Collar Personnel will consider all recommended personnel annually. The Compensation Committee decision will be based upon the following criteria: annual evaluation, letters and commendations and any other pertinent material. A decision will be made by the Compensation Committee to grant five (5) recommended employees a merit increase to base salary of five percent (5%), capped at Two Thousand Five Hundred (\$2,500.00) per employee, effective January 1 of the next year.
3. Those recommended employees will automatically receive the merit increase.
4. Decisions of the Compensation Committee shall not be able to be grieved.
5. Nothing in the plan prohibits the Township Committee from awarding additional merit increases, based upon Department Head, Compensation Committee and/or Township Administrator recommendations.
6. Employees who believe they are unfairly passed over for recommendation by their Department Head will be entitled to a hearing with the Township Administrator, in a process mutually agreed upon by the Union Executive Committee and the Township Administrator to seek recommendation for consideration by the Compensation Committee.
7. An employee who has received a merit increase will be ineligible for a merit increase recommendation in the succeeding year. (Employees cannot receive two (2) merit increases in a row.)
8. Recommendations and personnel evaluations must be completed by Department Heads by November 30. Decisions must be made by December 31.
9. If an employee is at the top of the salary range or the range within the contract, five percent (5%) of base salary, capped at Two Thousand Five Hundred (\$2,500.00) per employee will be paid as a one-time, non-base pay stipend.

- J. Those employees who require a State License/Certification to perform the position hired for and are successful in obtaining additional License/Certifications in peripheral disciplines shall receive a One Thousand Dollar (\$1,000.00) one (1) time non-base pay

stipend for each additional License/Certification used for the benefit of the Township. Recommendation for the special stipend shall originate from the Department Head, and must be approved by the Township Committee.

- K.
1. The Township agrees to reimburse employees who elect to attend and successfully complete a State Certified training course resulting in the issuance of a License used for the benefit of the Township.
 2. Reimbursement is defined as seventy-five percent (75%) of the cost of the course and applicable test only. Employee's time, travel and any additional expenses associated with taking the course is the sole responsibility of the employee.
 3. In exchange for the reimbursement, the employee agrees to remain a full-time employee of the Township for a twelve (12) month period, beginning the date of issuance of the license and to utilize the services afforded by the additional License for the benefit of the Township.
 4. If the employee is terminated for cause or resigns before the expiration of the twelve (12) month period, a prorated portion of the reimbursement will be paid back to the Township by the employee. Before an employee registers for any course covered by this Article, prior approval from the Township must be received in writing.

L. Out of Title Work

Any employee assigned to, and working in full capacity, in an out of title position, in a job level higher than their own, for a period of four (4) weeks in any eight (8) week time period shall be paid at least entry level of the higher job classification or ten percent (10%) higher than their own rate of pay, whichever is greater, subject to the following:

Except in cases of emergency, no employee may work out of title until such has been approved, in writing, by the Township Administrator.

An employee who receives out of title pay for a six (6) consecutive month period will have a review of their job description by the joint Committee of the President of the Union, the Township Administrator, and at least one (1) member of the Township Personnel Committee and, if warranted, their title and job description will be adjusted accordingly.

**ARTICLE XXXIV
DISABILITY INSURANCE**

The Township shall obtain from an insurance company authorized to do business in New Jersey a disability policy of insurance covering each employee and providing disability insurance equal to 50% of the employee's base salary and payable for a term of six (6) months, subject to a seven (7) day waiting period. The Township shall pay 100% of the cost of said policy.

**ARTICLE XXXV
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, except to the extent permitted by law, and that all other provisions or applications of the Agreement shall continue in full force and effect for the duration of this Agreement.

**ARTICLE XXXVI
FULLY BARGAINED AGREEMENT**

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation.
- B. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matters whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

**ARTICLE XXXVII
TERM OF AGREEMENT**

- A. This Agreement shall be effective as of the 1st day of January, 2008 and shall remain in full force and effect through the 31st day of December, 2012.
- B. It shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.
- C. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party. In the event that either party desires to terminate this Agreement at the anniversary date, written notice must be given to the other party not less than ten (10) days prior to the desired termination date.
- D. It is hereby agreed upon mutual consent of the Union and Management to reopen this contract to discuss amendments to the articles or positions of this contract.

TOWNSHIP OF HILLSBOROUGH
COUNTY OF SOMERSET

AFSCME, LOCAL 3697, COUNCIL 73

Anthony Ferrara, Mayor

John K. Daniels, President

ATTEST:

Cathy-Jean Faerber, Vice President

Kevin P. Davis, Township Administrator/Clerk

Cynthia L. Cassebaum, Secretary

APPENDIX A-JOB TITLES

ASSESSMENT CLERK/FIELD REPRESENTATIVE
ASSISTANT BUILDING SUB-CODE OFFICIAL
ASSISTANT CONTROL PERSON
ASSISTANT FIRE MARSHAL
ASSISTANT PLANNER
ASSISTANT RECREATION DIRECTOR
ASSISTANT TAX ASSESSOR
ASSISTANT TOWNSHIP ENGINEER-SURVEY
ASSISTANT TO THE TOWNSHIP ENGINEER
ASSISTANT TOWNSHIP ENGINEER
BOOKKEEPER
BUILDING SUB-CODE OFFICIAL
CIVILIAN POLICE SPECIALIST
CLERK TO ASSESSOR
CLERK TO ENGINEERING DEPT
CLERK TO PLANNING BOARD/BOARD OF ADJUSTMENT
CLERK TO PUBLIC WORKS
CLERK TO TAX COLLECTOR AND TREASURER
CLERK TO THE ZONING DEPARTMENT
CONTROL PERSON/SECRETARY TO CONSTRUCTION OFFICIAL
DEPUTY COURT ADMINISTRATOR
DEPUTY COURT ADMINISTRATOR/VIOLATIONS CLERK
DEPUTY FIRE MARSHALL
ELECTRICAL SUB-CODE OFFICIAL
ELECTRICAL INSPECTOR
ENGINEERING AIDE
ENVIRONMENTAL HEALTH SPECIALIST
FIELD INSPECTOR FOR TAX ASSESSOR
FIRE INSPECTOR
FIRE MARSHAL
FIRE PROTECTION INSPECTOR
FIRE SAFETY SECRETARY
FIRE SUB-CODE OFFICIAL
HEALTH CLERK
OFFICE ADMINISTRATOR
PLUMBING INSPECTOR
PLUMBING SUB-CODE OFFICIAL
POLICE DEPARTMENT CLERK
POLICE SECRETARY
RECEPTIONIST
RECREATION ASSISTANT
RECREATION CLERK
REGISTERED ENVIRONMENTAL HEALTH SPECIALIST
SECRETARY TO BOARD OF HEALTH
SECRETARY TO FIRE SAFETY
SECRETARY TO RECREATION
SECRETARY TO SOCIAL SERVICES
SECRETARY TO TAX ASSESSOR
SECRETARY TO THE TOWNSHIP ENGINEER

SECRETARY TO ZONING
SENIOR TRANSPORTATION BUS DRIVER
SENIOR TAX CLERK
SOCIAL SERVICES/ENVIRONMENTAL HEALTH AIDE
TECHNICAL ASSISTANT
TECHNICAL ASSISTANT/SECRETARY TO CONSTRUCTION OFFICIAL
VIOLATIONS CLERK
ZONING OFFICER