

**AGREEMENT BETWEEN**

**THE TOWNSHIP OF SOUTH BRUNSWICK**

**AND**

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

**AFL-CIO, LOCAL 2242**

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**JANUARY 1, 2004 - DECEMBER 31, 2007**

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## **ARTICLE 1**

### **PREAMBLE**

The purpose of this Agreement entered into as of the first day of January 2004, between the Township of South Brunswick, hereafter referred to as the Township, and the American Federation of State, County, and Municipal Employees, AFL-CIO, Local 2242 of Council 73, South Brunswick Township Employees, hereafter referred to as the Union, is to promote and insure harmonious relations, cooperation, communication and understanding between the Township and the Union, for the purposes of collective negotiations with respect to compensation, hours of work and other conditions of employment as herein provided.

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

- A. **MANAGER:** The Township Manager.
- B. **EMPLOYEE:** The employees of the various Departments covered by this Agreement.
- C. **PERC:** The Public Employment Relations Commission, State of New Jersey.
- D. **PPPM:** The Personnel Policy Procedures Manual of the Township.
- E. **SENIORITY:** The employee's most recent period of continuous service within the Unit.
- F. **TOWNSHIP:** The Township of South Brunswick.
- G. **UNION:** The South Brunswick Employees Local 2242.

## **ARTICLE 2**

### **RECOGNITION**

- A. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all permanent full-time and permanent part-time employees listed in Appendix A. Temporary full-time, temporary part-time, seasonal employees, all other employees, supervisors, confidential employees, managerial and police employees as defined by PERC and as stated in the Certification of Representation are not covered by this agreement.
  
- B. Temporary full-time employees are hired for full-time work for a period of limited duration not to exceed four (4) months. Temporary part-time employees work on the average less than 1/2 the prescribed number of hours per week in a position, for a limited period of time (not to exceed four (4) months). The Township shall notify the Union if the Township finds it necessary to extend employment for another four (4) months, or part thereof, and shall state its reasons.

### ARTICLE 3

#### DUES CHECKOFF

- A. The Township agrees to deduct from the salaries of its employees subject to this Agreement, dues for the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office by the end of the next month on or before the fifteenth (15th) day of the following month in which deductions were made. No new employee(s) shall pay union dues or receive union rights until such time that they have completed their six (6) month probation and are hired by the Township.
- B. The Township shall notify the President of the Union of all newly hired employees eligible for membership in the Union.
- C. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Township written notice, prior to the effective date of such change.
- D. 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. 52:14-15(e), as amended. The authorization to deduct full Union dues may be revoked by an employee at any time, and full dues shall terminate January 1, or July 1, whichever date occurring first after notice of termination.
- E. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, (after their six (6)

month probationary period), and any employee previously employed with the Unit who does not join within ten (10) days of reentry into employment with the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty five percent (85%) of the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Township.

- F. 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 on reliance upon the salary deduction authorization cards submitted by the Union to the Township and/or that may arise by reason of action taken by the Township in the salary deduction of eighty five percent (85%) of Union dues for employees who are not members of the Union.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

There are no provisions in the Agreement that shall be deemed to limit or curtail the Township in any way in the exercise of the rights, powers, and authority which the Township had prior to the effective date of this contract unless and only to the extent that provisions of the Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Township's rights, power and authority include, but are not limited to: The right to manage its operation; direct, select, decrease and increase the work force including hiring, promotion, demotion, transfer, suspension, discharge for good cause, or layoff; the right to make all plans and decisions on all matters involving its operation; the extent to which any department thereof shall be operated; the conditions thereto; replacements, curtailments, or transfers thereof; removal of equipment; outside purchases of products or services; the scheduling of operations; means and processes of operations; materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change standards and performance; determine qualifications of employees; regulate and ensure quantity and quality in performance; and to run the department efficiently. The Township recognizes that all the aforesaid rights shall be exercised reasonably in accordance with the Agreement.

## ARTICLE 5

### SALARY

There shall be a general wage increase (GWI) in the amount of 3.5% effective the first pay period in January of each year of the four (4) years of this contract. The general wage increase (GWI) will be applied to the minimums and maximums of all existing salary ranges covered by the contract as well as to the existing salaries of all employees covered by the agreement.

- A. The Township may hire all new employees at no less than the minimum salary for that job title. New employees may be hired above the minimum in accordance with the PPPM where experience and/or education warrant same.
- B. Adjustment in pay due to promotion shall not be used in any way to reduce the amount of the across the board salary increase.
- C. Salary is to be paid every other Friday.
- D. Employees hired after December 1 in any year shall not receive the wage increase scheduled for January 1 in the next succeeding year.
- E. Senior Position:
  - 1. Employees who have attained at least three (3) years of service in a position and have been at the top of the salary range for at least three years in that position, shall advance to the "Senior" position the January 1 following their meeting the criteria. The salary/wage differential for the "Senior" position shall be four and one-half (4.5%) of the top of the range for the particular position.
  - 2. If an employee does not get an entire merit increase because such increase would exceed the employer's maximum salary range the year of this partial merit increase

shall count as the first year toward the senior position. This exception is not applicable if employee fails to get maximum merit increase due to failure to meet employer set criteria on the date of the merit salary increase.

## **ARTICLE 6**

### **LONGEVITY**

- A. All bargaining unit members hired before January 1, 1983 shall continue being covered by the longevity plan, commencing upon anniversary date, described in the Personnel Policies and Procedures Manual with the exception that no employee shall be entitled to receive more than Five Thousand Dollars (\$5,000) in any given year.
- B. Employees hired after January 1, 1983, but prior to January 1, 1998, shall be subject to the following longevity plan:

#### **Longevity Schedule**

- 1. After completion of five (5)-years commencing upon anniversary date through ten (10) years - Six Hundred Fifty Dollars (\$650) per year.
  - 2. After completion of ten (10) years through fifteen (15) years - One Thousand Dollars (\$1,000) per year.
  - 3. After completion of fifteen (15) years through twenty (20) years -One Thousand Five Hundred Dollars (\$1,500) per year.
  - 4. After completion of twenty (20) years through twenty-five (25) years - Two Thousand Dollars (\$2,000) per year.
  - 5. After completion of twenty-five (25) years through thirty (30) years - Two Thousand Five Hundred Dollars (\$2,500) per year.
  - 6. After completion of thirty (30) years - Three Thousand Five Hundred Dollars (\$3,500) per year.
- C. All payments shall be pro-rated in paychecks.
  - D. Payments shall commence upon attaining the anniversary date of full-time hiring.

E. Employees hired after January 1, 1998 shall not be eligible for Longevity Plan benefits.

## ARTICLE 7

### MERIT/STEP INCREASES

- A. All eligible employees within the Union may at the discretion of the Township Manager, receive a merit/step increase to a maximum of three (3%) percent in addition to the negotiated increase. The decision of the Township Manager is subject to the grievance procedure provided herein.
- B. Procedures for administering merit step increases are as follows:
1. **NEW EMPLOYEES:** If an employee is hired after January 1 of any given year, and before July 1, that employee is eligible for a merit/step increase as of the following January 1. If an employee is hired on or after July 1 of any given year, that employee is eligible for a merit/step increase as of the following July 1. Following one full year of employment, the employee shall be eligible for a merit/step increase as of January 1.
  2. **EXISTING EMPLOYEES:** Employees earning the maximum salary allowed in their job classification, are not eligible for a merit/step increase.
  3. **EMPLOYEES APPROACHING MAXIMUM OF RANGE:** If an employee is less than three (3%) percent below their maximum salary, the merit/step increase granted shall not exceed the maximum salary.
  4. **PROMOTED EMPLOYEES:** An employee receiving a promotion shall be eligible for a merit/step increase pursuant to the following conditions:
    - a. If the employee was at maximum salary prior to the promotion, he/she shall not receive a merit/step increase until the following January 1 or completion of the six month probationary period, WHICHEVER OCCURS LATER.

b. If the employee was not at maximum and had received a full increase including the merit/step increase prior to the promotion, he/she shall not receive an additional step increase until the following January 1 or the satisfactory completion of the six (6) month probationary period,  
**WHICHEVER OCCURS LATER.**

5. The Township agrees to establish a committee comprised of AFSCME and Township officials to review merit system, procedure, standards and criteria. If a significant number of employees fail to receive maximum merit increase as specified in paragraph A, the Committee will investigate process for inconsistent and/or unfair evaluations. If appropriate, the Committee will have an opportunity to develop new evaluation forms. The Township will make every effort to guarantee consistency among the various departments as well as guarantee that all eligible employees will receive merit increase.
6. If the employee promoted has received less than a full merit/step increase prior to the promotion, he/she shall receive the balance of the percentage due on the merit/step increase providing the promotion occurred before July 1. If the promotion occurs after July 1, he/she shall be eligible for a merit/step increase six months following the date of the promotion.

## **ARTICLE 8**

### **HOURS OF WORK**

The normal workweek for the bargaining unit shall be thirty five (35) hours, exclusive of the daily one-hour for lunch.

The switchboard operator shall be guaranteed coverage to enable them to take two fifteen (15) minute breaks during their hours of work.

## **ARTICLE 9**

### **COMPENSATORY TIME, OVERTIME, EMERGENCY CALLOUTS**

- A. Compensatory time up to a maximum of one hour per weekday may be earned by employee. This compensatory time may be taken within a six (6) month period with approval of Department Head.
- B. All time worked after eight (8) hours during the employee's workday shall be computed at the overtime rate of one and one-half times the employee's hourly rate. Work on weekends and holidays shall be computed at the overtime rate of one and one-half times the employee's hourly rate.
- C. If an employee is called out to respond to an emergency situation, the employee shall be paid a minimum of three hours at the employee's straight time hourly rate except as noted in paragraph B. The employer retains the right to keep the employee for the full call-out period. This paragraph is only applicable to situations where the call-back is not contiguous on front or back side with employee's workday.
- D. An employee donating blood during work hours as part of the Township blood drive, shall be credited with two (2) hours of compensatory time to be scheduled with the approval of the Department Head.
- E. The Township agrees to remove the thirty (30) minute restriction for reporting to duty when an employee is on call.
- F. Telecommunication Technicians
  - 1. Effective July 1, 1999, Telecommunication Technicians shall receive \$85.00 per week for each week of being on call.

2. On call pay shall be paid in a lump sum amount on the first pay period in December.
3. No Telecommunication Technician shall be on call more than two weeks per month or more than two weeks concurrently, unless the employee volunteers to cover additional weeks.
4. Employees on call are expected to be available and will be called out if the emergency so dictates. Maximum response time shall be two hours.
5. Call-outs shall be compensated pursuant to Section C of this article.
6. Re-negotiation of On-Call Provisions. Effective July 1, 2000, if there are only two technicians available for on call duty after a period of time when a third technician would have worked two of his/her on call weeks consecutively, the township agrees to renegotiate the on call provisions within thirty days from the date of the end of the second missed on call week. Should the renegotiations not be completed within the 30-day time period, on-call duty shall be suspended until they are complete.

## **ARTICLE 10**

### **JOB BIDDING AND PROMOTIONS**

- A. All new and vacant positions which are to be filled must be posted within all departments for five consecutive days. Job Qualifications shall be part of the job posting and shall clearly state the qualifications for the position.
- B. All employees who have been in their current position for six months or more may bid on vacant positions in a classification higher than that of the position presently held by the employee. Employees must be in a position for one year to bid on a lateral position. Seniority may or may not be a criteria for promotion. Any employee bidding on any union or administrative promotion or vacant position within the Township that meets all qualifications, shall be given preference to fill that position before hiring someone from the outside. Any employee not receiving the position shall be notified in writing.
- Any employee receiving a new position shall normally not be required to work longer than two (2) weeks in his/her present position. If operational needs require an extension of that two (2) week period, the Township will discuss the reason for and the amount of such extension with the Union during the two (2) week period following notice of receipt of the new position.
- C. Employees on layoff shall be eligible to bid on job openings.
- D. Any employee promoted into a position with a higher job range shall receive a five percent (5%) increase in his/her annual base salary at the time of appointment. If five percent (5%) does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

## **ARTICLE 11**

### **PART-TIME EMPLOYEES**

Permanent part-time employees hired prior to January 1, 1998, shall receive the benefits provided for regular Township employees in the areas of holidays, sick leave and vacation leave at a pro ration equal to the percentage of time they normally work. They shall receive full Township medical, dental and optical benefits for themselves, i.e. single coverage.

Part-time employees shall not be eligible for degree incentive. Part-time employees shall receive holidays only if the holiday, falls on a scheduled workday.

Permanent part-time employees hired on or after January 1, 1998 who regularly work twenty-five (25) hours per week shall receive full Township medical benefits for themselves, i.e. single coverage and single dental and optical benefits.

## **ARTICLE 12**

### **MEDICAL BENEFITS**

- A. Bargaining unit members shall receive the New Jersey State Health Benefits Program, and all options incorporated therein, for in-patient hospital care, out-patient hospital care, major medical, and accident insurance.
  - 1. Bargaining unit members shall receive Dental Care Program provided by the New Jersey Dental Service Plan, Inc.
  - 2. The current Vision Care Program in effect as of December 31, 1987 shall continue in full force and effect. A fifteen-dollar (\$15) benefit shall be prepared to defray the cost of a glaucoma test if not included as part of a regular eye exam.
- B. Employees who carry “family” coverage may have their dependents remain eligible to be included under the employee’s medical insurance up to age 23, with an option to extend coverage an additional 36 months under COBRA, the cost of which shall be paid by the Township. In order for dependents to remain eligible they must 1) be claimed as a dependent by the employee or his/her spouse according to IRS regulations AND 2) not have the option for health coverage under their current employer.
- C. The Township may change these plans and vendors provided that the overall benefit level remains the same or is improved. The Township will give notice prior to changing insurance carriers, and will provide its comparative analysis of benefits prior to implementing any contemplated change.
- D. In the event of the death of an active employee, the Township agrees to continue to provide health benefits to the employee’s family (spouse and dependents as described) according to the conditions set forth below:

1. If the employee dies “on the job”, the Township agrees to continue to provide the “family” coverage provided at time of death or other available family coverage at the option of the spouse and to pay the premium for the health plan for a period of ten years or until the spouse remarries or gets employment which provides medical insurance coverage. The employee’s spouse must accept such medical coverage as offered by said employer.
  2. If an employee or retiree dies "off the job", the Township agrees to continue to provide the “family” coverage as set forth above in D and pay the premium for the health plan for a period of five years or until the spouse remarries or obtains employment which provides medical insurance coverage. The employee’s spouse must accept such coverage as offered by said employer.
- E. The Township shall provide Retiree Medical Benefits and the State Health Benefits Prescription Drug Program for the Retiree and eligible family (spouse and dependents up to age 23) after 25 years of service within PERS with at least 15 years service with the Township and/or ordinary and accidental disability retirement until the employee is eligible for Medicare. If the employee retires with 30 years service within PERS with a minimum of 15 years service with the Township, the employee shall receive dental insurance also until eligible for Medicare. Well-care shall be provided to the Retiree and eligible family, until eligible for Medicare, identical to terms set forth in Paragraph “F” below. Upon eligibility for Medicare the Township will pay for a Supplemental Medicare Policy for the employee and spouse only. This Supplemental Medicare coverage shall make the retired employee’s medical and hospitalization coverage substantially similar to the current employee’s medical and hospitalization

coverage. Well Care as set forth in Section F of this Article shall be provided to the retiree and eligible family as defined in this Article, if its is not otherwise provided under the selected coverage.

F. Each employee of the unit who selects the Traditional Indemnity Plan and their family (spouse and dependents) as defined herein, shall upon presentation of a statement evidencing the cost incurred be eligible for 100% reimbursement of the usual, customary and reasonable cost of “well-care” coverage which includes:

1. Personal physical examination by a physician of his/her choice on a bi-annual basis.
2. Annual Gynecological examination.
3. Immunization shots as prescribed by the employee’s physician.
4. Preventive care/routine screening services.

Routine well-care as part of a routine examination.

Services and supplies that are provided for a diagnosis that does not indicate an illness present at the time the service are rendered.

Services that are considered preventive or screening in nature.

*For example:*

A Pap smear that is part of a routine annual gynecological examination or recommended due to a family history of disease.

Cancer antigen tests (Prostate Specific Antigen (PSA)) as part of a routine examination or recommended due to a family history of disease. Specific guidelines apply to the eligibility of cancer antigen tests for non-routine reasons. Therefore, you may wish to request a pre-determination of benefits prior to having services rendered.

All immunizations/vaccinations.

Flu shots/pneumonia vaccines.

Well-child vaccination/immunizations and physicals.

- G. Members of the unit shall be eligible to enroll in the New Jersey State Health Benefits Program “Employee Prescription Drug Plan”. Co-payments for prescription shall be according to New Jersey State Health Benefits Plan schedules in effect upon execution of this contract and enrollment in the Plan.
- H. The Township's contribution to the disability plan is capped at \$6.50 per month. The parties agree that AFSCME may propose a substitute disability plan and the Township will cooperate with AFSCME to implement the plan as a replacement where it presently exists provided the contribution level of the Township shall remain the same.
- I. Effective with the change to State Health Benefits, through the life of this agreement, the Township will offer medical coverage to employees, with no employee contribution requirement.
- J. The Township shall provide the full name and telephone number of the insurance carrier.
- K. Vision Care: All employees shall receive the following reimbursement if the listed items are not covered by their chosen medical coverage vision care plan:

Eye examination	-	\$37.00
Lense Pair		
Single Vision	-	\$30.00
Bifocal	-	\$60.00
Trifocal/Progressive		\$74.00
Lenticular	-	\$96.00

Contact Lenses

If following surgery or when visual acuity cannot be corrected to 20/70 in the better eye by conventional lenses	-	\$134.00
Other contacts	-	\$ 60.00
Frames	-	\$ 30.00
Glaucoma exam if not part of regular eye exam	-	\$21.50

## **ARTICLE 13**

### **PERSONAL DAYS**

All bargaining unit members hired prior to January 1, 1998, shall receive three (3) personal days each year. A request for a personal day shall be submitted in writing to the supervisor at least three (3) days in advance. However, in cases of emergency, an employee may call into the supervisor that he/she is taking a personal day.

Employees hired after January 1, 1998 shall receive one (1) personal day their first year of employment; two (2) days during the second year of employment and three personal (3) days during their third year of employment. This modification shall be effective prospectively from January 1, 2004.

**ARTICLE 14**

**HOLIDAYS**

A. The Township hereby designates the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Days	Friday following Thanksgiving
Independence Day	Christmas Day

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

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

## ARTICLE 15

### VACATION

- A. Full-time permanent employees shall be granted a vacation leave, with pay, each year, in accordance with the following schedule.
1. Employees with five (5) or less years service shall earn one working day of vacation for each month of service.
  2. Employees, upon completion of five (5) years of service, shall be entitled to annual working days of vacation leave as follows:
    - (a) From five (5) years of service to completion of ten (10) years –  
seventeen (17) days
    - (b) From completion of ten (10) years to completion of fifteen (15) years  
nineteen (19) days
    - (c) From completion of fifteen (15) years to completion of twenty (20)  
years twenty-one (21) days
    - (d) From completion of twenty (20) years to completion of twenty-five (25)  
years - twenty-three (23) days
    - (e) From completion of twenty-five (25) years on - twenty-five (25) days
- B. Employees will be allowed to carry over up to ten (10) earned and accumulated vacation days into the next calendar year with written approval of Manager or Designee.
- C. In no event shall an employee be entitled to earn more than twenty-five (25) days of vacation leave per year.

- D. The provisions of the Vacation Leave Policy, as provided in the PPPM, shall apply where applicable.
- E. Vacation shall be pro-rated during first year and last year of service.
- F. Employees will not be eligible to use days during probationary period.
- G. Employees on paid or unpaid leave for more than thirty (30) days shall have vacation prorated for time absent.

## **ARTICLE 16**

### **BEREAVEMENT LEAVE**

- A. Each bargaining unit member may be granted time off, upon notification of such employee's department head, with pay, not to exceed five (5) working days for the death of a spouse or child from day of death or day of funeral.
- B. Each bargaining unit member may be granted time off, with pay, not to exceed four (4) working days in the event of a death in his/her immediate family from day of death or day of funeral. The term "immediate family" for the purpose of this policy shall mean the father or mother, brother or sister, step-child, current mother-in-law or current father-in-law, current brother-in-law or current sister-in-law, son in-law and daughter in-law, and grandparents, and grandchildren of the employee.
- C. Reasonable verification of the death may be required by the employer.
- D. After the expiration of the bereavement leave the employee has the option of using accumulated vacation and personal days in order to extend his/her time off, due to extenuating circumstances resulting from the death of a spouse or child. If the employee has four or less days remaining he/she shall have the right to charge against next year's vacation and personal days entitlement, as selected by the employee upon application for same.
- E. If an employee terminates his/her employment with the Township, the Township may deduct from his/her last paycheck any advance leave days that the employee has taken but not earned. If any balance remains the Township may collect same utilizing all remedies available to it.

## **ARTICLE 17**

### **GRIEVANCE PROCEDURE**

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

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

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

STEP 3. If the grievance still remains not settled, it shall be presented, in writing, within seven (7) work days to the Township Manager. The Township Manager, or his/her designee, will meet with the Union Representative and employee within ten (10) work days of receipt of the grievance. The Township Manager, or his/her designee, shall respond in writing within five (5) work days. If the grievance is not presented in writing, in accordance with this provision within seven (7) work days, it shall be deemed abandoned. Time lost from work to process the grievance, and such discussion or meeting by the grievant and the Union Representative will result in no loss of pay (no overtime liability).

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

## **ARTICLE 18**

### **DISCIPLINE**

- A. No employee may be disciplined except for just cause. Any grievance concerning discipline shall be initiated at Step Three of the Grievance Procedure and may be appealed through the arbitration procedure.
- B. Discipline includes: written warnings, suspension, demotion, termination, and other penalties imposed by the Township. The employee shall be notified, in writing, of the charges and specifications.

## **ARTICLE 19**

### **SENIORITY**

- A. Seniority is defined as an employee's total length of service from date of hire.
- B. Permanent employees shall, upon successful completion of their probationary period, be considered to have seniority back to their date of hire with the Township.  
  
Temporary fulltime employees, upon being permanently hired by the Township, shall be considered to have seniority back to their original date of hire into temporary employment with the Township.
- C. Permanent part-time employees will receive part-time seniority pro-rated according to the percentage of time they have worked. This part-time seniority will only be compared with other part-time seniority, not with the seniority accrued by full-time employees.
- D. Permanent part-time employees, upon being hired by the Township as permanent full-time employees, shall be considered to have seniority pro-rated back to their date of part-time hire with the Township. This seniority shall be considered as a part of their regular seniority, to be used in matters affecting layoff only.
- E. Seniority shall accumulate until there is a break in service. A break in service occurs when an employee resigns, retires, or is terminated.
- F. If an employee is laid off, his/her seniority shall be retained until the employee is recalled or refused when recalled. Seniority shall continue to accrue during any period of absence due to sick or injury leave, maternity leave (up to one year), military leave, or paid leave of absence.

## **ARTICLE 20**

### **LAYOFF AND RECALL**

- A. In the event layoffs become necessary, such layoffs shall be based on the inverse order of seniority by the date they were hired by the Township. The Township shall notify the Union at least two (2) weeks in advance of scheduled layoffs.
- B. If an employee's position is cut, laid off or the department they work for is no longer employed by the Township, and that employee has higher seniority than another employee they shall have the right to bump into another department with the same title and/or pay range as the affected employee provided the employee can meet the minimum qualifications of the job as determined by management subject to the grievance procedure. If the employee has to bump into a lower position they may not bump an employee with more seniority.
- C. The Township shall notify the union employee at least 45 days in advance of a scheduled layoff.
- D. When vacancies occur thereafter, each laid off employee shall be recalled upon a basis of seniority, and prior to the employment of any new person, provided, however, they accept in that classification where the vacancy exists, and further provided that those recalled have the demonstrated ability and qualifications to perform the available work, as determined by the Township. Any laid off employee who fails to report for duty within fifteen (15) days after the mailing to him of a written notice, postage prepaid, registered, to the last address know to the Township, and return receipt requested shall lose his/her rights to be rehired hereunder.

- E. For the purpose of this Section, employees laid off will be called back during a two (2) year period only.

## **ARTICLE 21**

### **UNION PRIVILEGES**

- A. The Union shall be allowed to conduct normal business meetings on Township property, provided that space is available, and requests are made at least one (1) week in advance. Employees may attend such meetings only during off duty hours.
- B. An employee of the Township who is a duly authorized delegate of Local 2242 may take a paid leave of absence to attend the International Convention, and Council 1, and 73 conventions, seminars, training sessions and meetings. The total days available for Union leave for the bargaining unit are five (5) days for one year.
- C. A negotiation committee, consisting of no more than five (5) members within the unit, shall be allowed to take time off from their assignment, with pay, if required to attend negotiation sessions with the Township negotiation committee during normal working hours. No more than one employee from each department shall be permitted to serve on the negotiation committee during working hours.

## **ARTICLE 22**

### **BULLETIN BOARDS**

- A. The Union shall be permitted to place one (1) bulletin board in each of the following locations, at sites to be agreed upon:
  - 1. Municipal Building (three wings)
  - 2. Community Center
  - 3. Public Works Building
  - 4. Senior Citizens Center
  
- B. The size shall not exceed two (2) feet by three (3) feet, and shall be acceptable in appearance by the Township.
  
- C. The bulletin boards shall be used only for the following notices:
  - 1. Recreational and social affairs of the Union
  - 2. Union meetings
  - 3. Union elections
  - 4. Reports of Union committees
  - 5. Rulings of policies of the International Union
  
- D. Notice of announcements shall not contain anything political or controversial, or anything reflecting upon the Township, any of its employees, and no material, notices, or announcements which violate the provisions of this section shall be posted.
  
- E. Any Union authorized violation of this Section shall entitle Management to cancel immediately the provisions of this Section and direct removal of the bulletin boards. In the event any non-Union authorized material is posted on bulletin boards, it shall be promptly removed by the Union President, or his/her designee, upon notification by

Management. All material placed on the bulletin board must bear the signature of an officer of the Union.

## **ARTICLE 23**

### **LABOR MANAGEMENT MEETINGS**

The Township and the Union shall meet as needed, and as mutually agreed upon, for the purpose of reviewing the administration of the Agreement and to discuss other matters of general interest. These meetings are not intended to by-pass the grievance procedure nor to be considered collective bargaining meetings, but rather are intended as a means of fostering good employment relations through communications between parties. The Union shall have two local representatives and one Council 73 representative at these meetings.

## **ARTICLE 24**

### **EDUCATION**

- A. All educational courses that are job related or that may enable an employee to qualify for promotional advancement in his/her department or related departments and that are successfully completed by the bargaining unit employees, shall be paid for by the Township in the amount of Sixty Dollars (\$60) per credit hour. Prior approval from the employee's respective department head and the Municipal Manager, indicating that the courses are eligible for reimbursement, must be obtained. All training courses that are successfully completed by the bargaining unit members, shall be paid for by the Township.
- B. "Successfully completed" means that to gain reimbursement the employees must obtain a certification from the educational institution involved, indicating that if letter grades are given for the course, a grade of "C" or better must be obtained. If no letter grades are provided, then a certification must show that the employee has completed and PASSED the course. Employees who leave the employ of the Township within one year of receipt of the monies for college or graduate credits shall remit all monies received except in cases of death or disability.
- C. The cost of vocational training courses that are directly job related, will be fully reimbursed. Vocational training courses that are not job related are subject to reimbursement at the rate of fifty percent (50%) of the cost of the course. All applications for vocational training courses must be submitted to the department head and the Manager for review and approval.

- D. Employees who receive the Degree Incentive Program as of December 29, 1997 shall continue to do so on an annual basis. Employees hired prior to January 1, 1998, who subsequently earn a degree which qualifies for payment shall receive the payment once during their employment, not on an annual basis. Employees hired after January 1, 1998 shall not be entitled to Degree Incentive Program benefits.

#### DEGREE

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

- E. Payment for a degree newly acquired in the previous year will be pro-rated on the basis of the date of the degree to year end. An employee claiming this benefit must produce for his/her personnel record, a copy of the certification evidencing the holding of the degree.

Payment for those eligible will be made not later than November 30th. Each employee shall give written notice to their department head by October 1st of the year prior to the year he/she anticipates receiving the degree.

- F. Employees who leave the employ of the Township within one (1) year of receipt of the monies shall remit all monies received for college or graduate credits within that year period except in cases of death or disability.
- G. Effective upon signing of this contract to receive payments under this Article such degrees must be obtained after employment with the Township. Probationary employees shall not be eligible for such payments.

## **ARTICLE 25**

### **RULES AND REGULATIONS**

- A. In accordance with N.J.S.A. 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established.
- B. The parties agree to discuss past practice language.

## **ARTICLE 26**

### **SICK LEAVE PLAN**

- A. The Sick Leave Incentive Plan described in the Personnel Policy and Procedures Manual (PPPM) shall continue in effect during the life of this contract with the following revisions:
- B. For employees hired prior to January 1, 1998: If an employee has accumulated fifty (50) days of sick leave as of December 31, then the next year he/she has the option of selling the unused days, over fifty (50), back to the Township at the rate of forty dollars (\$40.00) per day. For employees hired on or after January 1, 1998 the employee must have seventy-five (75) accumulated days to be eligible.
- C. For employees hired prior to January 1, 1998: If an employee uses less than seven (7) sick days per year he/she will be reimbursed at the rate of Five Dollars (\$5.00) per day for every unused sick day earned that year. However, if the employee uses three (3) sick days or less he/she will be reimbursed at the rate of Ten Dollars (\$10.00) per day for every unused sick day earned that year. Employees hired on or after January 1, 1998 shall not be eligible to receive this benefit.
- D. At the separation, an employee with less than five (5) years of service is entitled to twenty five percent (25%) of accumulated sick leave. With five (5) or more years of service an employee is entitled to thirty three percent (33%) of accumulated sick leave. With ten (10) or more years of service an employee is entitled to fifty (50%) of accumulated sick leave. Maximum cash benefit from sick leave at retirement or separation shall be Twenty Thousand Dollars (\$20,000.00).

- E. The incentive plan is only applicable to the fifteen (15) allotted sick days. Employees hired on or after January 1, 1998 shall not be eligible to receive the benefit in Paragraph C.
- F. In the event of the death of any employee, the designated beneficiary of the employee or his/her estate shall receive one hundred percent (100%) of the accumulated sick leave, not to exceed the maximum award for sick leave of Twenty Thousand Dollars (\$20,000.00).
- G. Sick leave is hereby defined to mean absence from work because of personal illness, or illness of employee's family in his household who requires care. The employee may request sick leave for family residing outside of the home, if recommended by the Department Head with approval by the Manager which shall not be unreasonably denied.
- H. All full-time employees covered by this Agreement shall be granted sick leave with pay in the amount of one and one quarter (1 1/4) working days for every month of service during their first calendar year of service and last calendar year. New employees hired between the first and fifteenth of the month shall earn one and one quarter (1 1/4) days of sick leave for the first calendar month of their employment. New employees hired after the sixteenth of the month shall begin accruing sick leave as of the next calendar month. On January 1 of the next calendar year and on January 1, of every succeeding calendar year, the employee shall accrue fifteen (15) working days.

- I. If, upon termination, an employee has used more sick leave than accrued the Township will deduct from the employee's last paycheck, an amount equal to the rate of pay for the sick leave taken in excess of the amount earned.
- J. Medical verification may be required. Such shall not be arbitrary and capricious. If employee is sent to Township Doctor such expenses shall be paid pursuant to Paragraph Q.
- K. An employee is required to notify the Department Head or his designee as early as possible, but no later than fifteen (15) minutes following the start of the scheduled work shift or a reasonable time in the case of an emergency. Failure to give notification, as required may result in loss of sick leave pay.
- L. In charging an employee with sick leave, the smallest unit to be considered is one-quarter (1/4) of a working day.
- M. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday.
- N. Habitual unjustified absenteeism or tardiness may be cause for discipline up to and including discharge.
- O. Any employee who calls in sick for the purpose of engaging in outside employment shall be subject to disciplinary action up to and including discharge.

- P. Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.
- Q. Whenever the Employer is paying for medical reports pursuant to this Article, the employee agrees to submit expenses to his/her insurance company for reimbursement, partial or total; such monies being turned over to the Employer.

## **ARTICLE 27**

### **OUT-OF-TITLE PAY**

Employees who work in a higher title for four (4) consecutive weeks shall receive the greater of five percent (5%) or the difference in pay between the two (2) positions at the bottom of the range retroactive to the beginning of the third week.

## **ARTICLE 28**

### **DISCRIMINATION AND COERCION**

- A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political affiliation.
  
- B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

## **ARTICLE 29**

### **MILITARY LEAVE**

All employees represented by AFSCME shall be granted a leave of absence for field training in accordance with the following provisions:

A Township employee who is represented by AFSCME and who is a member of the organized Reserve of the Army, U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Army, U.S. Coast Guard, U.S. Marine Corp. Reserves, or National Guard, or any other organization affiliated therewith, shall be entitled to a leave of absence from his/her respective duties without loss of pay or time on all days on which he/she shall be engaged in field training; such period shall not exceed two weeks in the calendar year. Such leave of absence shall be in addition to the regular annual vacation allowed each employee.

A member called into any other extended service of the armed forces shall be placed on leave without pay for the period of such leave. Reemployment following such leave shall be in accordance with the provisions of federal and state law.

If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his/her recovery so long as the recovery occurs within two (2) years from the date of discharge.

## **ARTICLE 30**

### **SEPARABILITY AND SAVINGS**

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

## **ARTICLE 31**

### **FULLY-BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**ARTICLE 32**

**DURATION OF CONTRACT**

This Agreement shall be effective as of the first day of January 2004, and shall remain in full force and effect until midnight on December 31, 2007.

This Agreement may be reopened for 2008 contract negotiations by either party upon notice in writing of at least sixty (60) days, and no more than one hundred twenty (120) days prior to December 31, 2007.

Signed:

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Signed:

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Attest:

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Signed:

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Signed:

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Signed:

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Attest:

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#111920AMM&M

## **APPENDIX A**

### **JOB TITLES INCLUDED IN BARGAINING UNIT**

ACCOUNT CLERK I	FIRE SUBCODE OFFICIAL
ACCOUNT CLERK II	INVESTIGATIVE SECRETARY
ADMINISTRATIVE SECRETARY	NETWORK TECHNICIAN
AFFORDABLE HOUSING OFFICER	OFFICE COORDINATOR
ASSISTANT CLERK	PLANNING ASSISTANT
ASSESSOR FIELD PERSON	PLUMBING INSPECTOR
BUILDING INSPECTOR	PLUMBING SUBCODE OFFICIAL
BUILDING SUBCODE OFFICIAL	RECORDS CLERK I
BUS DRIVER	RECORDS CLERK II
CHIEF PAYROLL CLERK	RECREATION PROGRAM COORDINATOR
CRIME PREVENTION AIDE	RECYCLING COORDINATOR
CUSTODIAN/GROUNDSKEEPER	SANITARIAN
DATA PROCESSING CLERK I	SECRETARY I
DATA PROCESSING CLERK II	SECRETARY II
DEPUTY COURT CLERK	SECRETARY (PERM PT)
EDP OPERATION SPECIALIST	SENIOR CITIZEN CLERK
ELECTRICAL INSPECTOR	SENIOR REGISTERED ENVIRONMENTAL SPECIALIST
ELECTRICAL SUBCODE	TELECOMMUNICATION TECHNICIAN
ENGINEERING INSPECTOR	VAN DRIVER
FIRE INSPECTOR	WATER & SEWER REVENUE INSPECTOR
	ZONING OFFICER

