

CONTRACT BETWEEN

TOWNSHIP OF UPPER

AND

COUNCIL 71, AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL  
EMPLOYEES (AFSCME), AFL-CIO

FOR THE TERM

JANUARY 1, 2005 TO DECEMBER 31, 2007

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PREAMBLE

**THIS AGREEMENT** entered into as of the 1st day of January, 2005, by and between the **TOWNSHIP OF UPPER**, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "**TOWNSHIP**", and **COUNCIL 71, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO**, hereinafter called the "**UNION**", represents the complete and final understanding on all of the bargainable issues between the **TOWNSHIP** and the **UNION**.

ARTICLE I

RECOGNITION

In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated April 21, 1980 (Docket. No. RO-80-121), the **TOWNSHIP** recognizes the **UNION** as the exclusive collective negotiations agent for all employees covered in the aforementioned Certifications and more specifically including all laborers, truck drivers, equipment operators, mechanics, recreation maintenance workers, carpenters, and all non-professional employees employed by the **TOWNSHIP OF UPPER**, but excluding managerial, confidential and professional employees, police and craft employees and supervisors within the meaning of the Act.

ARTICLE 2

DUES CHECK-OFF

The **TOWNSHIP** agrees to deduct the monthly members dues from those employees who individually request that such deductions be made. Such request must be made, in writing, to the Employer (**TOWNSHIP**). The amounts to be deducted shall be certified in writing to the **TOWNSHIP** by the **UNION** and the aggregate deductions shall be remitted to the **UNION** by the **TOWNSHIP** together with a list of the names of all employees for whom the deductions were made.

ARTICLE 3

MANAGEMENT RIGHTS

A. The **TOWNSHIP** hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the **TOWNSHIP** Government and its properties and facilities and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the **TOWNSHIP**, the adoption of policies, rules, regulations 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 such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the **TOWNSHIP** of its powers, rights, authority, duties and responsibilities under Title 40, Title 40A, Title 11 of the Revised Statutes of the State of New Jersey, or any other Federal, State, County or Local Laws or Ordinances.

**ARTICLE 4**

**GRIEVANCE PROCEDURE**

A. **PURPOSE:**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution 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.

2. Nothing herein contained 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 supervisory staff and having the grievance adjusted without the intervention of the **UNION**.

B. **DEFINITION:**

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the **UNION** or the **TOWNSHIP**.

C. **STEPS OF THE GRIEVANCE PROCEDURE:**

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent, in writing:

**STEP ONE:**

(a) An employee shall institute action under the provisions hereof within two (2) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said two (2) working days shall be deemed to constitute an abandonment of the grievance.

(b) The immediate supervisor shall render a decision within five (5) working days after receipt of the grievance. A copy of that decision shall be immediately filed with the Personnel Officer and the Township Clerk, who shall distribute a copy of such decision to the members of the Township Committee.

(c) In the event the grievance involves the Department of Public Works and a satisfactory resolution has not been reached under STEP ONE (b) above, the employee shall, in writing, file his grievance with the Superintendent of Public Works within five (5) working days following the determination by the immediate supervisor. A copy shall also be filed with the Personnel Officer and the Township Clerk. The Superintendent of Public Works shall render a written decision on the grievance within ten (10) working days following receipt of the grievance. A copy of that decision shall be immediately filed with the Personnel Officer and the Township Clerk, who shall distribute a copy of such decision to the members of the Township Committee.

**STEP TWO:**

(a) In the event a satisfactory settlement has not been reached under Step One, the employee shall, in writing and on forms

supplied by the **TOWNSHIP** or the **UNION**, file his grievance with a member of Township Committee having general administrative and oversight responsibility for the Department within five (5) working days following the STEP ONE determination. A copy shall also be filed with the Personnel Officer and the Township Clerk.

(b) The member of Township Committee, or a representative appointed by such member of the Township Committee, shall render a written decision on the grievance within ten (10) working days following receipt of the grievance. A copy of that decision shall be immediately filed with the Personnel Officer and the Township Clerk, who shall distribute a copy of such decision to the members of the Township Committee.

**STEP THREE:**

(a) In the event that the grievance has not been resolved at Step Two, then within five (5) working days following the decision under Step Two, the grievant may then have the matter submitted to the Township Committee. The grievant shall initiate Step Three by filing the written grievance with the Township Personnel Officer and the Township Clerk.

(b) The Township Committee shall provide the grievant the opportunity for a full and impartial hearing of the dispute with both sides (**UNION** and management) offering argument and testimony where necessary. Said hearing is to be held within ten (10) working days after receipt by the Township Clerk of a demand for such a hearing, which demand may be filed by any party to this Agreement. A written decision shall thereafter be rendered by the Township Committee within ten (10) working days from the date of the hearing.

(c) In the event that a hearing is not demanded, the Township Committee shall, nevertheless, review the matter and make a

determination within twenty (20) working days from the filing of the grievance with the Township Clerk.

**STEP FOUR: APPEAL TO DEPARTMENT OF PERSONNEL.**

(a) In the event that the aggrieved employee is dissatisfied with the decision of the Township Committee, such employee may, if permitted by law and by the rules and regulations from time to time established by the New Jersey Department of Personnel (Department), seek a review by the Department, which review shall be initiated and conducted in accordance with the rules and regulations of said Department.

(b) Any employee wishing to appeal to the Department shall do so by filing the appropriate request within fifteen (15) days of the decision of the Township Committee. In the event that an appeal to the Department is not initiated within such fifteen (15) day period, such failure shall constitute an abandonment and waiver of the right to seek a review by the Department.

(c) In the event of an appeal to the Department, any costs and expenses involved in such a proceeding, including but not limited to legal fees, shall be the sole and exclusive responsibility of the party incurring same.

**STEP FIVE: ARBITRATION.**

(a) In the event an employee elects not to appeal the decision of the Township Committee to the New Jersey Department of Personnel, such employee may, if permitted by law and by the rules and regulations from time to time established by the Public Employment Relations Commission (hereinafter PERC), appeal said decision to PERC. An arbitrator shall be selected in accordance with the rules and regulations of PERC.

(b) Any request to PERC must be initiated by the aggrieved employee within fifteen (15) days of the decision of the

Township Committee. Failure of the employee to file an appeal within such time period shall constitute an abandonment and waiver of the right to appeal to PERC.

(c) The arbitrator shall be bound and governed by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The decision rendered by any arbitrator selected pursuant to this Article shall be final and binding upon both parties to this Agreement.

(e) The **TOWNSHIP** expressly reserves the right to seek a judicial review of any appeal filed with PERC and, if appropriate, to seek an Order of a Court of competent jurisdiction restraining such appeal and/or arbitration.

(f) The cost for the services of the arbitrator shall be borne equally by the **TOWNSHIP** and the **UNION**. Any and all other additional costs including legal fees shall be paid by the party incurring same.

D. **UNION REPRESENTATIVE IN GRIEVANCE PROCEDURE:**

1. At the request of the aggrieved employee, the Shop Steward may participate in the grievance procedure at Steps One and Two.

2. The International Representative of the **UNION** and the Shop Steward may participate in the grievance procedure at all subsequent steps.

**ARTICLE 5**

**SENIORITY**

A. Seniority, which is defined as continuous employment with the **TOWNSHIP** from the date of last hire, will be given due consideration by the **TOWNSHIP** under the following circumstances:

1. The most senior employees shall be given preference in the selection of vacations provided that there is no interference with the normal operations of the **TOWNSHIP**.

2. The employer shall assign overtime, preferential days off and shifts based upon an employee's seniority to the fullest extent possible and provided that there is no interference with the normal operations of the **TOWNSHIP**. For example, the operations of the **TOWNSHIP** may require the specific skills of a particular employee or, in order to complete a special project, the same employee should receive the overtime assignment. Taking into consideration **TOWNSHIP** operations, to the greatest extent possible, assignments shall be made on a rotating basis. This means that in the assignment of overtime, for example, management shall offer such work to that employee with the most seniority. On the next occasion when overtime is required, management shall offer it to the employee with the next highest seniority and such a schedule shall be followed until a complete cycle is completed with regard to the employees in the bargaining unit. If a particular employee waives his seniority rights with respect to preferential assignment of overtime on a particular occasion, it shall be offered to the employee next in line based on seniority principles. There shall be no obligation on the **TOWNSHIP's** part to offer preferential assignment to an employee who has waived seniority preference until there has been a complete rotation within the department. With respect to those tasks which are deemed least desirable, the rotation shall occur in the same manner as above except in reverse order, that is, with the employee having the least seniority being assigned the task and on the next occasion the employee with the next to least seniority until there has been a complete cycle within the

department. However, whenever there is a need to rotate personnel due to sickness or absence of those laborers assigned to collect trash, such rotation shall first be limited within the category of laborers and the employees in that category shall first be exhausted before applying the rotation system to any other category or job title.

3. Seniority for overtime purposes with regard to snowplowing shall be determined in accordance with Article 8(A).

4. Job openings in the bargaining unit shall be filled by that individual having the best skills and abilities to perform the work. If two (2) employees are equally qualified to perform the work, then the employee with the most seniority will be given preference for the job.

5. In the event of a dispute between the parties hereto, an earnest effort shall be made to resolve the differences and an informal meeting shall be held between the affected employee(s), **UNION** representatives and the **TOWNSHIP**. In the event that the parties cannot agree, then the grievance procedure specified herein shall control.

6. The positions of Road Foreman and Assistant Road Foreman, now known as Road Supervisor and Assistant Road Supervisor, as well as the Superintendent of Public Works and the Supervising Equipment Operator are acknowledged and agreed to be managerial positions.

**B. LAY-OFFS:**

1. Any lay-offs which may be necessitated during the term of this Agreement shall be in accordance with seniority so that the first employee laid off in a particular classification shall be the employee with the least seniority.

2. The classifications are: Equipment Operator, Truck Driver and Laborer. Additional classifications are Mechanic, Recreation Maintenance Worker, Carpenter, Senior Carpenter, Senior Mechanic, Mechanic's Helper, Maintenance Repairer, Groundskeeper and Building Maintenance Worker.

3. In addition to the above, any lay-offs shall occur in accordance with the procedures, rules and regulations promulgated by the New Jersey Department of Personnel.

#### ARTICLE 6

##### UNION RIGHTS, ACTIVITIES AND REPRESENTATION

A. Accredited representatives of the **UNION** may enter the **TOWNSHIP** facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the **UNION** decides to have its representative enter the **TOWNSHIP** facilities or premises, it shall request permission from the Township Committee through notification to the Township Clerk, stating the reasons therefore, and such permission shall be obtained by the Township Clerk from the Township Committee and the Township Clerk shall communicate such permission to the **UNION**. Such permission will not be unreasonably withheld, provided there will be no interference with the normal operations of the business of the **TOWNSHIP** government or the normal duties of employees. There shall be no **UNION** business transacted nor meetings held on **TOWNSHIP** time or property.

B. A Chief Shop Steward and a Shop Steward shall be the representatives of the **UNION** in the **TOWNSHIP**. Whenever changes are made by the election of a Chief Shop Steward and/or Shop Steward, the names of the newly elected representatives shall be submitted, in writing, to the Township Clerk within two (2) working days of such election.

C. All elected and/or appointed **UNION** officials of the **TOWNSHIP OF UPPER** shall be permitted time off, without loss of pay or benefits, to investigate grievances by employees covered under this Agreement, or to engage in other **UNION** activities and education provided, however, that the maximum time permitted all such elected and/or appointed **UNION** officials shall be an aggregate of three (3) days or twenty-four (24) man hours during each calendar year of this Agreement. It is understood that the total of three (3) days or a maximum of twenty-four (24) man hours

shall apply in the aggregate during each calendar year during the term of this Agreement and it is expressly understood that each elected and/or appointed official shall not individually be entitled to three (3) days per year for such activities. The **TOWNSHIP** shall not unreasonably deny permission for time off in order to engage in such activities, provided that such activities do not interfere with the normal operations of the business of the **TOWNSHIP** or the normal duties of the employees. Any employee who will be off work and engaged in such activities shall notify the Township Clerk of such fact at least ten (10) days prior to the intended absence. The **TOWNSHIP** reserves the right to request such date be altered when it is reasonable to do so: (i) in order to insure the orderly and efficient transaction of **TOWNSHIP** business; and (ii) to insure there will not be any unreasonable interference with the conduct of **TOWNSHIP** business and operations.

D. An employee covered by the within Agreement shall be permitted to attend grievance hearings, arbitration hearings or Civil Service (Department of Personnel) hearings or any meeting called by the **TOWNSHIP** which may, in any way, affect the employee's terms and conditions of employment and/or the terms and conditions of this Agreement without loss of pay or benefits to said employee. Any preparation for grievance hearings, arbitration hearings or Civil Service (Department of Personnel) hearing shall be conducted by the affected employee on his own time and preparation for such hearing shall never be conducted on **TOWNSHIP** time.

## ARTICLE 7

### HOURS AND OVERTIME; COMPENSATORY TIME

A. The normal work week shall consist of forty (40) hours per week, five (5) days per week, Monday through Friday.

B. All work performed by an employee on Saturday or Sunday shall be compensated for at the premium rate of time and one-half (1-1/2). This provision does not apply where an employee (for example, a recreation

worker, lifeguard, etc.) is scheduled to work on a Saturday or Sunday and is scheduled for time off during Monday through Friday.

C. All work performed by an employee beyond the normal eight (8) hour workday shall be compensated for at the premium rate of time and one-half (1-1/2). When this occurs on a holiday, the employee will be compensated at two and one-quarter (2-1/4) times the employee's regular rate. This is the holiday rate of one and one-half times the overtime rate of one and one-half (1.5 x 1.5) for work performed by an employee beyond 8 hours on a holiday. After sixteen (16) consecutive hours of work an employee shall be compensated at double the normal rate commencing with the sixteenth (16th) hour and for each hour thereafter. When this occurs on a holiday, the "normal rate" to be doubled upon the 16th consecutive hour is the holiday rate of time and one-half of the employee's regular rate. In other words, if the 16th consecutive hour occurs on a holiday, the employee will be compensated at three times the employee's regular rate.

D. The provisions of Paragraphs (B) and (C) shall apply notwithstanding the fact that the Township Administrative Offices may be closed either for the entire day or some portion thereof because of storm, snowfall, other weather conditions or other emergency or disaster. Stated differently, Department of Public Works (DPW) and Recreation Department (REC) personnel are frequently required to report for work when other **TOWNSHIP** offices are closed and other employees do not report for work or may be sent home prior to the conclusion of the normal work day. The fact that **TOWNSHIP** employees other than DPW and REC personnel are excused from reporting for duty shall not result in any change in the amount of compensation for DPW and REC personnel. Moreover, DPW and REC personnel shall not be entitled to any compensatory time for working during such conditions.

E. The overtime provisions of this Article shall apply only to full-time employees in permanent or probationary status and not to summer, seasonal, part-time or temporary employees.

F. All employees shall receive a fifteen (15) minute break in the morning from 10:00 a.m. to 10:15 a.m. and in the afternoon from 2:00 p.m. to 2:15 p.m. The break shall be taken at the employee's present location at the specified time. At the discretion of the supervisor, breaks may be staggered throughout the day provided that employees not at the same location as a supervisor must call the supervisor at both the start and end of the breaks. Employees not at the same location as a supervisor must call the supervisor at the start and the end of a lunch break.

G. Overtime shall be offered on the basis of generally accepted seniority principles and in accordance with Article 5(A)(2) hereof.

H. Nothing contained herein shall prevent the **TOWNSHIP** from hiring temporary employees, part-time employees, summer or seasonal employees.

I. Employees specifically identified in Paragraph [H] above shall not be used with the purpose of avoiding overtime for regular full-time employees covered by this Agreement.

J. The mechanics shall not be included in the overtime rotation with respect to snow plowing and salting operations.

K. At the employee's option, he/she may elect to receive compensatory time in lieu of payment for overtime hours worked. The election to use compensatory time in lieu of payment for overtime hours worked must be exercised before the close of the pay period during which the overtime situation occurs. Compensatory time shall be subject to the following:

- (1) In accordance with the provisions of the Fair Labor Standards Act (FLSA), the total number of accumulated hours shall not exceed 240 hours.

- (2) The employee shall be entitled to receive cash compensation for unused accumulated compensatory time when the employment relationship is terminated.
- (3) The employer shall allow for the use of compensatory time within a reasonable period of time following the employee's request to take time off unless the operation of the department would be unduly disrupted by the employee's absence from work.

#### ARTICLE 8

##### WORKING CONDITIONS PERTAINING TO TRASH TRUCKS

A. Except for specific trips or for small individual pick-ups, the trash truck crew shall never consist of less than three (3) employees, consisting of the driver and two (2) employees working the rear.

B. When a laborer is absent from the above-mentioned crew, the replacement for the absent laborer shall be made on a rotating basis from the available laborers of the Department of Public Works and if there is not a laborer available, then from among the other employees of the Department of Public Works in accordance with Article 5, Section [A], Paragraph (2) of this Contract.

C. The crew working the rear of the trash truck shall be entitled to certain hazardous duty pay as set forth in Article 13 hereof.

#### ARTICLE 8A

##### SPECIFIC CONDITIONS DURING SNOW PLOWING OR SALTING;

##### ASSIGNMENT OF RESPONSIBILITY BETWEEN DEPARTMENTS

(A) Two (2) employees shall be required in all trucks when the same are engaged in snow plowing or salting between sunset and sunrise. Only one (1) employee need be assigned to such trucks at any other time.

(B) The assignment of overtime for snow plowing and salting activities shall be made on the basis of separate seniority lists within

the Department of Public Works and the Department of Recreation in accordance with the provisions of Article 5 of this Agreement. The Department of Recreation shall have the duty and responsibility of plowing and keeping clear the Township Municipal Complex (Township Hall) and all public school facilities. The Department of Public Works shall have plowing responsibility for all other areas including the plowing of fire company facilities and the rescue squad. Each Department will utilize the seniority list of the other Department for the purpose of assigning overtime once the Department has exhausted its own seniority list.

(c) The mechanic shall not be included in the overtime rotation with respect to snow plowing and salting operations.

#### **ARTICLE 9**

##### **HOLIDAYS**

A. The following days shall be recognized as holidays with pay:

1. New Year's Day (January 1)
2. Martin Luther King, Jr.'s Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day (July 4)
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. General Election Day
12. Thanksgiving Day
13. Friday following Thanksgiving Day
14. Christmas Day
15. Four (4) days for personal emergency

B. In addition to the holidays listed above, any other day designated as a holiday by Executive Order of the President of United States, the Governor of New Jersey or Township Committee shall be treated as a holiday.

C. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid for the holiday plus time and one-half (1-1/2) for the holiday as such.

D. If the following holidays fall on a Saturday or Sunday, they shall be celebrated on the State holiday schedule; if the following holidays are celebrated on a Monday per State holiday schedule, they shall be celebrated on the State schedule as opposed to the traditional date for the day:

Lincoln's Birthday

Washington's Birthday

Columbus Day

Veteran's Day

The following holidays shall be celebrated on the traditional date regardless of the day on which they actually fall:

New Year's Day

Independence Day

Christmas Day

E. Employees must work their regularly scheduled workday before and their regularly scheduled workday after a holiday in order to be paid for the holiday. This does not apply to those employees who are on an approved leave.

## **ARTICLE 10**

### **VACATIONS**

A. Annual vacation leave, with pay, shall be earned according to the schedule shown below. The schedule below shall refer to calendar years and not employment years; e.g., on the schedule shown below an

employee hired during 1992 shall be considered as having completed his first year on December 31, 1992; his fifth year on December 31, 1996; his tenth year as of December 31, 2001, etc.

1. First year (defined as remainder of the calendar year from date of hire until December 31) - One (1) working day per month for each full calendar month of service to a maximum of twelve (12) days.

2. Second through 5 years - 14 days per year.

3. Fifth through 10 years - 17 days per year.

4. Over 10 years - 20 days per year.

5. Over 25 years - 23 days per year.

B. Vacation leave shall accrue according to the following schedule:

1. First Year - one (1) day per full calendar month of service.

2. Second Year - one (1) day per full calendar month of service until completion of one (1) full employment year, consisting of twelve (12) consecutive months, at which time the remainder of the full second year vacation time shall accrue.

3. After Second Year - full vacation time shall accrue on January 1st, of each year.

C. Vacation allowance must be taken during the current calendar year and, to the extent possible, may be taken at such time as requested by employees unless the supervisor or the appointing authority determines that it cannot then be taken because of pressure or demands of work. Any unused vacation time may be carried forward into the next succeeding year only.

D. The selection of vacation time shall be in accordance with seniority principles with the employee having the most seniority given first preference. Selection shall be made as follows:

1. By December 1st of each year, employees shall have selected and posted vacation schedules for the period January 1st through June 30th next following.

2. By June 1st of each year, employees shall select and post vacation schedules for the period July 1st through December 31st next following.

3. There shall be no minimum vacation period, provided that an employee requesting a vacation day must submit his request for approval at least forty-eight (48) hours in advance of the scheduled vacation day.

4. If an employee fails or neglects to make a vacation selection by the dates indicated above, then such employee may select a vacation schedule which does not conflict with the work schedule of other employees, but in making such selection, that employee may not rely on seniority.

## ARTICLE 11

### GROUP INSURANCE

A. The **TOWNSHIP** shall provide non-contributory hospitalization and medical insurance with Major Medical and Maternity Benefits; a dental plan; a prescription plan and a life insurance plan. These benefits will be made available to eligible employees only after completion of the entry probation period.

B. The hospitalization and medical insurance currently consists of the following:

- (1) Blue Cross/Blue Shield Blue Select, with Major Medical and Maternity Benefits;
- (2) Blue Cross/Blue Shield Prescription Plan;
- (3) Blue Select Vision Care Rider;
- (4) Delta Dental Plan;

- (5) Fifteen Thousand Dollar (\$15,000.00) life insurance plan with Fort Dearborne Insurance Company.

The **TOWNSHIP** represents that each of the plans designated above is currently in full force and effect. In the event that the **TOWNSHIP** elects to substitute any other type of coverage, the benefits available under such alternate coverage shall be better than or equal to those benefits payable under the aforesaid plans.

C. The **TOWNSHIP** will provide a prescription card which will provide payment for prescription drugs with the employee paying the first Two Dollar (\$2.00) charge and the balance being paid by the prescription plan.

D. The terms of the Delta Dental Plan will be identical to the terms of said Plan offered to all employees and staff. However, employer agrees to assume up to \$500.00 of orthodontic costs for eligible employees and their dependents during the term of this Contract.

E. Employer agrees to reimburse each employee up to a total of \$150.00 per year for vision care covering such employee and employee's dependents.

F. An employee who retires after twenty-five (25) years or more of continuous employment with the **TOWNSHIP** shall be entitled to the continuance of medical coverage as provided in this Article, including coverage for dependents, under such uniform conditions as the governing body shall prescribe.

G. In the event that an employee in the Bargaining Unit is eligible to be covered under the insurance plans specified in this Article, and such employee voluntarily waives such coverage because such employee is covered under a policy issued to his/her spouse through the spouse's employment, the **TOWNSHIP** employee waiving coverage under the **TOWNSHIP** plan or plans shall be entitled to receive a payment in the amount of One Thousand Five Hundred Dollars (\$1,500.00) as a result of

waiving **TOWNSHIP** insurance coverage. Said amount shall be payable to eligible employees at the first pay period in December of each year when such employee has not been covered under the **TOWNSHIP**'s policy at any time during that preceding calendar year. In order to qualify for this bonus payment, an employee must complete the necessary forms and file same with the Treasurer's Office by December 31st of each year for the following calendar year. In order to qualify for such bonus payment, such employee must also comply with all regulations established by the **TOWNSHIP** in this regard.

## ARTICLE 12

### SICK LEAVE, BEREAVEMENT LEAVE

#### A. SERVICE CREDIT FOR SICK LEAVE:

1. All permanent employees shall be entitled to sick leave with pay in accordance with the schedule noted below.

2. As used in this Article, sick leave shall mean paid leave that may be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him or her to perform the duties of his or her position or who is quarantined by a physician because he has been exposed to a contagious disease. Sick leave may also be used for the attendance of the employee upon a member of the immediate family who is seriously ill. Immediate family shall be defined as the spouse, child or grandchild of the employee; and the mother, father, sister/brother of the employee or employee's spouse.

3. An employee shall be entitled to a five (5) day death or tragedy leave for the death or tragedy in the immediate family as that term is defined in this Article. If additional time is required, the employee shall be permitted to charge same against sick leave.

4. Sick leave shall not be permitted for any extended period during which the employee is required to act as nurse or housekeeper during the period of illness.

B. **AMOUNT OF SICK LEAVE:**

1. Sick leave shall accrue on the following basis:

(a) Full-time employees employed on January 1st of each year shall accrue fifteen (15) sick days per year.

(b) New employees hired after January 1st of any year shall, during the first twelve (12) months of employment, earn one (1) sick day for each full month of employment. After twelve (12) months of consecutive employment, such employee shall be entitled to accrue the balance of any sick leave commencing with the start of the thirteenth (13th) month until January 1st next.

(c) Part-time employees shall accrue sick leave in accordance with the foregoing schedule and on a pro rata basis.

2. Employees shall be permitted to accumulate sick leave from year to year.

C. **REPORTING OF ABSENCE ON SICK LEAVE:**

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly prior to the employee's usual reporting time.

2. The employee's failure to notify his/her supervisor may be cause for denial of sick leave for that absence and shall be construed as absence without leave and may be cause for disciplinary action.

3. An employee's absence without notice for five (5) consecutive days shall constitute a resignation.

4. Any abuse of sick leave by an employee shall constitute cause for disciplinary action.

D. **VERIFICATION OF SICK LEAVE:**

1. An employee may have a maximum of three (3) sick leave occurrences (which may consist of one or more continuous work days) during a calendar year which need not be accompanied by a physician's medical statement. An employee may be required to submit a medical statement for any sick leave occurrences in excess of three (3) whenever it is determined, in the sole judgment and discretion of the **TOWNSHIP**, that an employee shows an abusive pattern of sick leave occurrences, in which event, such employee shall be placed on a Proof of Illness Status. Once placed on a Proof of Illness Status, an employee shall be required to submit a medical statement for all sick leave occurrences thereafter. Such medical statement must indicate the nature of the illness and the fact that the employee could not report for work, the medical treatment prescribed, and that the employee is now medically fit to return to his/her job and perform the duties thereof.

2. The **TOWNSHIP** may require an employee who has been absent because of a personal illness, as a condition of returning to duty, to be examined, at the expense of the **TOWNSHIP** by a physician designated by the **TOWNSHIP**. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. **BUY-BACK OF ACCUMULATED SICK LEAVE:**

Upon retirement from employment with the **TOWNSHIP OF UPPER**, an employee shall be entitled to be reimbursed in an amount equal to fifty percent (50%) of the unused accumulated sick leave, which reimbursement shall be made at one hundred percent (100%) of such employee's then-current salary, but in no event, shall such reimbursement exceed the sum of Ten Thousand Dollars (\$10,000.00).

F. **DEATH OR TRAGEDY LEAVE:**

An employee shall be entitled to a five (5) day death or tragedy leave for the death or tragedy in the immediate family. The term

immediate family shall be defined as follows: Spouse, child or grandchild of the employee; the mother, father, sister/brother of the employee or employee's spouse and the grandparents of the employee. If additional time is required, the employee shall be permitted to charge same against sick leave.

**ARTICLE 13**

**SALARIES AND COMPENSATION**

**A. COMPENSATION:**

1. Each employee covered under this Contract shall receive three (3) incremental pay increases as follows:

<u>Year</u>	<u>Amount of Increase</u>
2005	\$1,200.00
2006	\$1,300.00
2007	\$1,300.00

2. Such increases shall be increases to the employee's base salary.

3. The **TOWNSHIP** reserves the right to establish a separate salary scale for any employee covered by this Contract who is hired on or after January 1, 2005 and to establish such scale by Ordinance or such other manner as permitted by law.

**B. UNIFORMS OR CLOTHING TO BE WORN ON THE JOB:**

1. Each employee shall be allowed a clothing allowance during each calendar year in the maximum amount of \$600.00. Said clothing allowance is intended to cover work clothes, work boots and outer-wear suitable and appropriate to the employee's job description and duties. In order to obtain reimbursement, the employee must present receipts for work-related clothing and apparel to the Treasurer's office.

2. Employees shall not be required to wear uniforms on the job, but the clothing worn by an employee must be appropriate and acceptable and is subject to the approval of the Road Supervisor.

Whenever the Supervisor determines that the clothing worn by an employee is inappropriate, the Supervisor may send such employee home for a change of clothing and such employee shall be docked and shall not be compensated for the time during which the employee returns home to become properly attired and returns to the job.

3. Each employee will be required to wear work boots, which shall be adequate and appropriate to preserve the employee's safety and to minimize injury. All employees in the Bargaining Unit shall be required to wear shirts during all hours of employment.

C. **LONGEVITY:**

1. Employees hired prior to January 1, 1996 shall be entitled to an additional sum known as [Longevity Pay], which shall be in addition to the compensation and benefits otherwise payable.

2. Longevity payments shall be computed or calculated as a percentage and solely on the base salary of an employee for the then current year. In calculating the amount, the employee's projected total base salary for the entire year shall be used, even though such salary may be increased by one (1) or more increments throughout the year.

3. Longevity payments shall be paid in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount of Increase Based on Longevity</u>
After 5 years/60 months	2%
After 10 years/120 months	4%
After 15 years/180 months	6%
After 20 years/240 months	8%
After 25 years/300 months	10%

4. Longevity payments shall be paid in a lump sum and by separate check not later than the first (1st) pay period in January, after adoption of the annual Salary Ordinance and following the anniversary of an employee's date of hire.

Example: An employee hired on April 1, 1995 will complete five (5) years or sixty (60) months of employment on March 31, 2000. Such

employee will be entitled to a longevity payment in January, 2001. The amount will equal two percent (2%) of such employee's total base salary for 2001.

This same employee will have completed ten (10) years or one hundred twenty (120) months of employment on March 31, 2005 and will be entitled to a longevity payment in January, 2006. That amount will equal four percent (4%) of that employee's total base salary for 2006.

5. Any employee entitled to be paid longevity who retires, resigns or otherwise terminates employment with the **TOWNSHIP**, shall be paid longevity in accordance with the above schedule and in accordance with the date scheduled for such payment. Nothing contained herein, however, shall be construed as prohibiting the **TOWNSHIP** from making a longevity payment under such circumstances in advance of the time when it would otherwise be scheduled to be made.

6. Notwithstanding the provisions of Paragraph 3 above, longevity pay for eligible employees (those hired prior to January 1, 1996) will be capped and longevity pay will be payable up to a maximum of Three Thousand Dollars (\$3,000.00). Any employee who was at or above the capped amount of Three Thousand Dollars (\$3,000.00) on January 1, 1996 shall be capped at the 1996 amount.

7. Longevity pay has been eliminated for any employee hired on or after January 1, 1996.

D. **WORKING OUT OF CLASS:**

If an employee works in a higher paid classification for one (1) or more days, such employee shall be paid at the higher rate of pay for all days worked in the higher classification.

E. **ADDITIONAL PAY TO CREW OF SANITATION VEHICLES:**

Laborers employed in the collection of trash and assigned to the rear of a trash truck shall, in addition to any other compensation payable pursuant to this Contract, receive an additional sum to be known

as [Hazardous Duty Pay], which shall be payable at the rate of \$.25 per hour. The hours so worked shall be certified to the Township Treasurer by the Road Supervisor for payroll purposes.

F. **THANKSGIVING BONUS**

Each employee in the bargaining unit will be provided with a turkey or a certificate in the amount of thirty dollars (\$30.00) in advance of the Thanksgiving holiday.

**ARTICLE 14**

**WORK RULES AND TOWNSHIP POLICY**

A. The **TOWNSHIP** may adopt and post or otherwise disseminate such rules, regulations and **TOWNSHIP** policies as it may desire, provided that the same are not contrary to this Agreement and further provided that the employees shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the **UNION**.

**ARTICLE 15**

**NO-STRIKE PLEDGE**

A. The **UNION** covenants and agrees that during the term of this Agreement neither the **UNION**, nor any person acting in its behalf, will cause, authorize or support, nor will any of its members take part in a strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee[s duties of employment), work stoppage, slowdown, walkout or other job action against the **TOWNSHIP**. The **UNION** agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall

be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article 3.

C. Nothing contained in this Agreement shall be construed to limit or restrict the **TOWNSHIP** of its right 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 16

##### NON-DISCRIMINATION

A. There shall be no discrimination by the **TOWNSHIP** or the **UNION** against an employee on account of race, color, creed, sex, sexual preference or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the **TOWNSHIP** or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the **UNION** or because of any lawful activities by such employees on behalf of the **UNION**. The **UNION**, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the **UNION** and shall not solicit membership in the **UNION** or the payment of dues during work time.

#### ARTICLE 17

##### SEPARABILITY AND SAVINGS

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

**ARTICLE 18**

**PROBATIONARY PERIOD; INITIAL SALARY**

A. Every new person hired or appointed shall be deemed to be a probationary employee and on probation in the position to which he is hired or appointed for a period of ninety (90) days. Prior to his completion of the probationary period, the employee shall be evaluated by the Department Head to determine whether he shall be granted permanent status.

B. Any employee failing to satisfactorily complete his/her probation shall be demoted, in the event such becomes necessary, to his/her last permanent position, or if such employee does not have a permanent classification, such probationary employee may be dismissed.

C. A probationary employee shall be hired at a salary designated by Resolution of the Township Committee. That salary shall remain in effect until the probationary period of ninety (90) days is completed. Upon the successful completion of the probationary period, such employee shall then be compensated at the maximum salary authorized for such position as determined by the Salary Ordinance then in effect in the **TOWNSHIP**, unless the **TOWNSHIP** has established a separate salary scale pursuant to Article 13, Section A(3).

**ARTICLE 19**

**WORKERS COMPENSATION**

A. **JOB-RELATED INJURY:** When an employee sustains a job-related injury, he/she shall be entitled to receive his/her full salary from the **TOWNSHIP** and such employee shall be required to endorse over the **TOWNSHIP** any and all funds received from Workmen's Compensation.

B. **JOB-RELATED INJURY [ SEVEN (7) DAYS OR LESS:** Whenever an employee sustains a job-related injury and is not absent for more than seven (7) days, no time will be charged against such employee's sick or vacation time provided that such employee immediately notifies his/her

Department Head or immediate supervisor of the occurrence of such job-related injury.

C. **EFFECTIVE DATE:** The provisions of Article 19 shall become effective on the date of signing of this Contract by the **TOWNSHIP** and by the **UNION** representatives.

## **ARTICLE 20**

### **CALL-IN TIME; MEAL ALLOWANCE**

A. An employee who is required to return to work during periods other than his/her regularly scheduled shift, shall be guaranteed pay for two (2) hours at time and one-half his/her normal rate of pay, notwithstanding the fact that the employee may be required to work less than two (2) hours.

B. In the event that the call-in period exceeds two (2) hours, any additional time will be at the rate of time and one-half.

C. An employee shall receive a meal allowance of Ten Dollars (\$10.00) after twelve (12) hours of continuous work.

D. An employee who is required to work on weekends shall be entitled to a meal allowance of Six Dollars (\$6.00) after each four (4) hours of continuous work. The provisions of Subparagraph (C) above do not apply to weekend work.

## **ARTICLE 21**

### **HEALTH AND SAFETY**

A. The **TOWNSHIP** will, at all times, maintain a work environment that is safe and healthful. When necessary, the **TOWNSHIP** will provide employees with protective clothing or wearing apparel, tools or devices that are or may be reasonably necessary to protect the health and safety of the employees. The **TOWNSHIP** reserves the right, as a management prerogative, to establish rules, regulations and procedures for the safety of **TOWNSHIP** employees. The failure of an employee to abide by such rules, regulations and directives may result in disciplinary action.

B. The provisions of this Article are not intended and shall not be construed as providing any additional rights or remedies which are in addition to those already provided by New Jersey Law.

**ARTICLE 22**

**MISCELLANEOUS PROVISIONS**

A. **CDL LICENSE:** Any employee who is required to have a Commercial Driver's License (CDL) in order to operate a motor vehicle in the performance of that employee's duties shall obtain such license and shall maintain said license in good standing as a condition of employment.

B. **DEATH OR TRAGEDY LEAVE:** [See Article 12].

**ARTICLE 23**

**FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiation.

**ARTICLE 24**

**EFFECTIVE DATE**

The provisions of this Contract shall become effective January 1, 2005.

**ARTICLE 25**

**TERM AND RENEWAL**

This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect to and including December 31, 2007. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice, in writing, at least one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands and seals at Upper Township, New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

TOWNSHIP OF UPPER  
CAPE MAY COUNTY, NEW JERSEY

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Staff Representative

COUNCIL 71  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
(AFSCME), AFL-CIO

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Chief Shop Steward

ATTEST:

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Assistant Shop Steward

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RICHARD PALOMBO, Mayor

ATTEST:

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WANDA GAGLIONE,  
Township Clerk

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ANDREW J. McCROSSON,  
Committeeman & Member  
of Township Negotiating  
Committee

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CURTIS CORSON,  
Committeeman & Member  
of Township Negotiation  
Committee