

AGREEMENT

— between —

Township of Mansfield

— and —

Communications Workers of America

AFL-CIO

Local 1034



— effective —

January 1, 2004

— through —

December 31, 2006

AGREEMENT
BETWEEN
TOWNSHIP OF MANSFIELD
AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 1034

JANUARY 1, 2004 TO DECEMBER 31, 2006

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I - RECOGNITION.....	2
ARTICLE II - HOURS OF WORK.....	3
ARTICLE III - LEAVES OF ABSENCE.....	5
A. HOLIDAYS	5
B. VACATION.....	6
C. SICK LEAVE	8
D. PERSONAL DAYS	10
E. BEREAVEMENT LEAVE.....	10
F. MILITARY LEAVE OF ABSENCE.....	10
G. JURY DUTY	11
H. FAMILY LEAVES	11
ARTICLE IV - EMPLOYEE BENEFITS	12
A. MEDICAL BENEFITS.....	12
ARTICLE V - DISCIPLINARY PROCEDURE.....	14
ARTICLE VI - MANAGEMENT RIGHTS.....	17
ARTICLE VII - GRIEVANCE PROCEDURE.....	19
A. DEFINITION OF A GRIEVANCE.....	19
B. PROCEDURE.....	19
C. RIGHTS OF EMPLOYEE TO REPRESENTATION	20
D. MISCELLANEOUS	20
ARTICLE VIII - WAGES	22
ARTICLE IX - PERSONNEL FILES AND CREDIT REFERENCES	24
ARTICLE X - SENIORITY/JOB POSTING	25
ARTICLE XI - SAVINGS CLAUSE	26
ARTICLE XII - FULLY BARGAINED AGREEMENT.....	27
ARTICLE XIII - WORKERS COMPENSATION.....	28
ARTICLE XIV - UNION RIGHTS.....	30
ARTICLE XV - DURATION OF AGREEMENT	33

2. An employee's length of service on his or her anniversary date determines the number of vacation days he or she will be awarded for that year.
3. Vacation time is posted to an employee's account in anticipation of employment in the preceding year. Upon leaving employment in good standing, the employee will be compensated for any vacation time that was earned and not yet used. However, an employee who leaves employment having taken vacation days not yet actually earned shall reimburse the Employer the unearned days. The Employer may deduct the appropriate reimbursement amount from the employee's last check. If the amount of the last check is insufficient, the employee shall forthwith repay the difference to the Employer.
4. Vacation days may only be taken in full or half-day increments. The department head will require that the employees select vacations by May 1 of each calendar year. Requests which are received by that date will be approved or denied based upon seniority. If an employee submits a request for vacation after May 1, that request will not receive seniority consideration, but will be approved or denied on a first come, first served basis.
5. Vacation requests which exceed ten (10) working days must be submitted for approval at least four (4) months in advance of the first day of the requested vacation period, and must be approved by the Township Administrator or designee. Vacation requests for less than ten (10) working days must be requested at least five (5) working days in advance.
6. Although all vacation requests will be honored whenever possible, the Township reserves the right, depending upon department staffing needs, to deny vacation leaves and require rescheduling of same.

ARTICLE IV
EMPLOYEE BENEFITS

A. MEDICAL BENEFITS

1. The Township will provide medical insurance through a plan approved by the Township Committee.
2. The Township pays one hundred percent (100.0%) of the cost of insurance premiums. Employees may choose from four categories of coverage: single, employee and children, employee and spouse, and employee and-family.
 - a. Effective 1/1/05, office visit co-pays shall be increase by \$5.00 per visit and, on 1/1/06, by an additional \$5.00 per visit, for primary and specialist physicians.
 - b. Effective 1/1/05, the emergency room co-pay shall be \$50.00.
 - c. Effective 1/1/05, prescription co-pays, both at the counter and by mail order, shall be \$15.00 generic, \$20.00 preferred brand and \$35.00 non-preferred brand.
3. To be eligible for medical insurance coverage, an employee must have worked three consecutive (3) months for the Township (for example, June 1 to August 31), must work at least thirty (30) hours per week and must be a regular, permanent employee. Employees hired prior to ratification of this Agreement in the year 2003 and continuously employed thereafter must work at least twenty (20) hours to be eligible for health insurance.
4. The Township will continue to pay one hundred percent (100.0%) of the premiums for medical coverage for employees on approved sick leave without pay for a thirty (30) day period from the first day of the approved leave. At the end of this thirty (30) day period, employees in continued leave without pay status must arrange to pay for their own medical coverage. The Financial officer should be contacted to arrange this.

5. The Township shall pay fifty percent (50.0%) of the cost of employee only dental coverage and the employee shall pay the remaining fifty percent (50.0%).
6. An employee who voluntarily waives medical insurance will be paid the sum of fifteen hundred dollars (\$1,500.00), in accordance with the procedures that apply to non-union employees. The payment will be made in December, pro-rated if the employee has worked less than a full year, or upon severance, also prorated if the employee has worked less than a full year. This waiver payment does not apply to dental insurance.

ARTICLE V
DISCIPLINARY PROCEDURE

- A. Any employee who fails to observe the policies and procedures adopted by the Township Committee will be subject to disciplinary action.
- B. The causes for which disciplinary action may be invoked shall include, but not be limited to, the following:
1. Incompetence, inefficiency or failure to perform duties;
 2. Insubordination or other disrespectful conduct;
 3. Inability to perform duties;
 4. Chronic or excessive absenteeism, tardiness, early (and unauthorized) departure from work, and/or failure to meet the hourly work week requirements of Article 11 of this Agreement;
 5. Conviction of a crime;
 6. Conduct unbecoming a public employee;
 7. Neglect of duty;
 8. Absence without leave or failure to report after authorized leave has expired or after such leave request has been denied;
 9. Violation of the Township policy on sexual harassment;
 10. Violation of the Township policy on drug and alcohol abuse;
 11. Negligence in the use of or unauthorized use of Township equipment or vehicles;
 12. Falsifying records, time cards, personnel files, or any other public or official municipal document;
 13. Boisterous or disruptive activity in the work place;
 14. Fighting or threatening violence in the work place;
 15. Smoking in prohibited areas;

16. Violation of safety or health rules;
17. Violation of any other personnel policies contained in the Township Employee Handbook and Personnel Policy;
18. Failure to report loss of driver's privileges;
19. Intentionally giving false or misleading information as a means of obtaining employment;
20. Excessive abuse of language on Township property,
21. Concealing mistakes in work;
22. Instigating discord such as idle gossip and spreading rumors;
23. Leaving work without permission;
24. Misuse of public property, including motor vehicles;
25. Other sufficient cause.

An employee who is terminated in accordance with this Article, may appeal the grievance procedure through Level Three (3) of the procedure, and with the Agreement of the Union, may then present the matter to an advisory arbitrator selected through the New Jersey Public Employment Relations Commission ((PERC) in accordance with its rules, who may issue an advisory recommendation to the Township Committee regarding the termination. For any disciplinary action short of termination, the grievance procedure shall be concluded at Level Three (3) as outlined in Article VII, "Grievance Procedure," and, following the determination of the Township Committee at that Level, the employee shall have no further recourse.

Notwithstanding the foregoing, and as more fully set forth in Article VI of this Agreement, employment with the Township during an employee's probationary period is

"at-will," and the Township may terminate the relationship at any time, with or without cause, and with or without advance notice.

C. In disciplinary matters not warranting immediate discharge, the Employer will apply progressive disciplinary procedures. Disciplinary action may take the form of any of the following:

Required counseling;

Written warnings;

Official reprimand;

Suspensions (with or without pay);

Fines;

Demotions.

ARTICLE VI
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon, vested in and exercised by it prior to the signing of this Agreement including but without limiting the generality of the foregoing, the following rights:

1. The executive and administrative control of the Township and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means in the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use different methods and equipment, to determine work schedules and shifts, to decide the number of employees needed at any particular time, and to be in sole charge of the quality and quantity of the work required.
3. To make such rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Township after advance notice thereof to the employees who will be required to comply therewith.
4. To hire, promote, transfer, evaluate, assign and retain employees.
5. To suspend, demote, discharge or take other disciplinary action against any employee.
6. To eliminate positions and lay-off employees.
7. To make such changes in all other conditions of employment not specifically delineated in this Agreement as it deems desirable and necessary for the efficient and effective operation of the Township.

8. To do any and all things the Township deems appropriate to further the interests of the Township.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the implementation 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 are in conformance with the constitutions and laws of the State of New Jersey and of the United States.

C. New hires shall serve a probation period of ~~one hundred eighty (180)~~ one hundred sixty (160) calendar days, during which time they shall serve "at-will", at the pleasure of the governing body, and can be terminated without cause. If so terminated, the employee shall have no recourse through the grievance procedure. Following the expiration of the probationary period, however, all employees may be disciplined and/or terminated only for cause as outlined in Article V. In addition, employees who are in a probationary period as of the time of the execution of this Agreement, shall be entitled to the probationary period in effect prior to the execution of this Agreement, i.e., ninety (90) days, and shall be exempt from the one hundred eighty (180) day timeframe set forth above.

ARTICLE VII
GRIEVANCE PROCEDURE

A. DEFINITION OF A GRIEVANCE

A grievance is an alleged violation, misinterpretation or misapplication of the terms and conditions of employment established by this agreement, including disciplinary action.

B. PROCEDURE

1. Time Limits

The number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. Failure to process the grievance within the specified timeliness by the grievant or the Union will be deemed a withdrawal of the grievance.

2. Level One - Township Superintendent

A grievance must be filed in writing within ten (10) calendar days of the incident giving rise to the grievance. An employee with a problem shall first discuss it with the Township Superintendent, with the objective of resolving the matter informally. The Superintendent will respond within 10 calendar days following the discussion.

3. Level Two - Township Designee

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within 10 calendar days after the discussion in Step One, he/she may file the grievance in writing with the Township Designee within ten (10) calendar days. The Township Designee will promptly meet with the aggrieved employee and respond within 10 calendar days following the meeting.

4. Level Three - Township Committee

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within ten (10) calendar days after the the

meeting with the Township Designee, he/she may file the grievance in writing with the Township Committee or its designated representative where appropriate, within 20 calendar days after the meeting with the Township Designee.

b. The Township Committee shall render a decision within thirty (30) calendar days of receipt of the grievance.

5. Grievances over Termination

When an employee is grieving his or her termination, the employee, with the consent of the Union, may appeal the termination beyond Level Three to an advisory arbitrator as provided in Article V(B) of this Agreement.

C. RIGHTS OF EMPLOYEE TO REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by representative(s) selected or approved by the Union.

When the employee is not represented by the Union, the Union shall have the right to be present and to state its views at all written stages of the grievance procedure.

D. MISCELLANEOUS

1. Written Decisions

All decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to the grievant and to the Union.

2. Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in the personnel file of any of the participants.

3. Forms

Forms for filing grievances shall be provided by the Union.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives. .

5. Class Grievances

A group or class grievance may be filed by a member of the affected group or class, or by a representative of the Union, however any such grievance shall clearly delineate the group or class involved, and shall list the names and titles of the persons involved.

6. Individual Agreements

If the grievant accepts a resolution that is not in conflict with this agreement it shall be final and binding upon the parties.

ARTICLE VIII
WAGES

A. Employees in the bargaining unit covered by this negotiated Agreement shall receive the following increases in their hourly rates of pay, effective on January 1 of the year in question.

If at \$18.44/hr., increase 1/1/04 (retroactive) by 3%;
1/1/05 by 4%;
1/1/06 by 4%;

If at \$15.34/hr., increase 1/1/04 (retroactive) by 3%;
1/1/05 by 4%;
1/1/06 by 4%.

If at \$15.79/hr., increase 1/1/04 (retroactive) by 3%;
1/1/05 by 4%;
1/1/06 by 4%;

If at \$13.34/hr., increase 1/1/04 (retroactive) by 3%;
11/1/04 - \$14.00/hr.;
1/1/05 by 4%;
1/1/06 by 4%;

Upon ratification of this agreement, all bargaining unit members shall be paid the above rates regardless of the particular task they are assigned on any particular day.

B. Following the signing of this agreement, the Township retains the right to set the initial rate of pay for any new hire. After December 31 of the first calendar year of employment, the above increases shall apply, prorated based on the number of months employed in the calendar year of initial employment (e.g. an employee hired effective July 1 would work 6/12 of the first calendar year of employment and would receive 6/12, or 1/2, the negotiated rate of increase). Such increases shall become effective following the probation period, retroactive to January 1 if applicable. Employees terminated during the probation period are not eligible for a retroactive salary increase.

C. Each employee possessing a commercial drivers license shall receive an annual payment of Two Hundred Twenty-Five Dollars (\$225.00) beginning in the month of December, 2004, and annually thereafter, prorated based upon the number of months employed with the CDL during that calendar year. This stipend regardless of how often the employee actually utilizes said license for the Township's benefit. Employees shall be responsible for costs of obtaining and renewing such licenses.

D. On or about 1/1/05, the Township shall pay up to \$100 for safety shoes for each employee upon presentation by the employee of a paid receipt.

ARTICLE IX
PERSONNEL FILES AND CREDIT REFERENCES

A. Official personnel files are confidential records. No unauthorized employee shall have access to any other employee's personnel records or be informed of any information contained therein.

B. An employee is expected to notify the Township Clerk or designee of any revisions in personal information, including change of name, address, telephone number, marital status, insurance beneficiary or number of dependents.

C. The Township will furnish credit information on employees to authorized persons only upon a written request, signed by the employee, setting forth what information should be released and upon receipt of a written request from the party desiring such information.

D. With reasonable advanced notice to the Township Administrator or designee, an employee shall be permitted to review material in his or her personnel file. Such review shall only be conducted in the presence of the Township Clerk or designee. If the employee wishes to have copies of any documents reproduced from the file, the employee will not be charged for the cost of the copying.

E. Employees shall be given copies of all disciplinary actions, evaluations or work performance documents placed in their file at the time the document is so placed.

F. Employees shall have the right to respond in writing to anything placed in their personnel file.

ARTICLE X
SENIORITY/JOB POSTING

A. Seniority is defined as an employee's continuous length of service with the Employer computed from the most recent date of hire.

B. In the event of a dispute concerning the seniority of two (2) or more employees hired on the same date, preference shall given in alphabetical order of the employee's last name.

C. All available job opportunities covered by this agreement shall be posted on the municipal bulletin board at the entrance way into the municipal building, as well as in the employee lounge. Such posting shall not be for less than seven (7) working days.

D. Applicants for employment shall apply on forms provided by the Township. All applications shall be filed with the Township Clerk or designee. The Employer shall notify any employee not accepted for the position.

ARTICLE XI
SAVINGS CLAUSE

In the event any Article, section or portion of this agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the Court's decision; and upon issuance of such confer on the invalidated Article, section or portion thereof. At such time any Article or section is deemed invalid in a Court's decision, the Employer and the Union shall immediately meet to negotiate the change in the terms and conditions that would take place due to the Court's decision.

ARTICLE XII
FULLY BARGAINED AGREEMENT

The parties agree that they have fully bargained and agreed upon all terms and conditions of this Agreement and that same 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.

This Agreement supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary.

ARTICLE XIII
WORKERS COMPENSATION

- A. All workers of the Township are covered by workers compensation disability insurance.
- B. All on-the-job injuries or accidents, no matter how minor, must be reported to the Township Administrator or designee immediately, who will then report to the Township Committee. In addition, if an employee is injured, the Township Administrator or designee will provide an Employee's Report of Injury, which the employee must complete and return to the Township Administrator's office immediately after the accident. If the employee is unable to complete the form, the supervisor will provide assistance.
- C. Failure to report incidents or complete forms within the established time frames may jeopardize your claim for workers compensation benefits.
- D. If an employee is injured on the job, the employee must see a Township-approved physician and obtain a medical certificate which states the diagnosis and estimated length of the disability. This certificate should be returned to the municipal Clerk's Office as soon as possible, preferably the next day. The names and addresses of Township-approved physicians are listed in the Panel of Doctors memo available from the personnel office. Referrals by a Township-approved physician to another physician will be approved on a case-by-case basis.
- E. If the injury requires hospitalization, the hospital treatment will be approved, however, any referrals by the hospital for further treatment must be approved by a Township-approved physician or the Personnel Officer.
- F. After an on-the job injury, the employee must obtain a medical certificate from a Township-approved physician authorizing a return to work. Under no circumstances will the employee be permitted to resume duties without such a certificate.
- G. Forms and information are available from the Township Administrator.

H. While on workers compensation an employee shall not have any loss of any accumulated time, sick and vacation leave as well as personal days shall continue to accrue.

I. The employee shall receive his full pay check each week while out on disability due to a work related injury and shall turn over his compensation check to the Township.

ARTICLE XIV
UNION RIGHTS

1. The representatives of the Union shall be permitted to transact Union business on the premises before or after normal working hours and during the lunch period, provided that this shall not interfere with or interrupt normal operations of the service.

2. Beginning thirty (30) days after agreement on this contract, all eligible non-member employees in this unit will be required to pay the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five percent (85%) of the regular dues, fees and assessments.

After verification by the Employer that an employee must pay the representation fee, the Township of Mansfield will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the union, however, those employees paying the representation fees will be

listed separate from the members paying union dues by placing an X next to their name, indicating that they are a fee payer.

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union. The burden of proof under this system is on the Union. The Union shall return any part of the representation fee paid by the employee which represents the employee's pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Township Administrator. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the decision, he/she may appeal to a three-member board established by the Governor.

The CWA agrees to indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township with regard to deductions of representation fees pursuant to this provision. In addition, the Township shall not be liable to the Union for any retroactive or past deduction of representation fees for any employee identified by the Township as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of the representation fee.

The Township shall deduct from the base pay of each employee, the amount of monthly dues. Deductions are: 1.154% of the employee's base pay (overtime is not included in deduction of dues nor is any lump sum monies that may be paid to an employee such as longevity or CDL payment). The deduction is made on each pay and transmitted to the Union in a monthly check to the address below: An example of the deduction is as follows:

Example: Base salary: $\$10,000.00 \times 1.154\% = \115.40 yearly amount divided by the number of pays in the year (divided by 26 pays = \$4.44 per pay). This is collected weekly or bi-weekly and sent monthly to the Union along with the employee's name, social security number, yearly salary and weekly or bi-weekly amount deducted which shall match the total check.

Communications Workers of America
AFL-CIO Local 1034
1 Lower Ferry Road
West Trenton, New Jersey 08628
Attn: Treasurer

An employee who after thirty (30) days of employment does not sign an authorization card for dues deductions, shall have representation fee deductions for services rendered by the majority representative in an amount equal to eighty five percent (85%) of the regular membership dues and assessments paid by the members of the Union. The calculation for representation fees are as follows:

Example: Base salary: $\$10,000.00 \times 1.154 = \$115.40 \times 85\%$
- $\$98.09$ divided by the number of pays in the year (divided by 26 pays = \$3.77 per pay). This is collected weekly or bi-weekly and sent monthly along with the dues payers amounts along with the employee's name, social security number, yearly salary and weekly or bi-weekly amount deducted which shall match the total check. Any employee who is paying the representation fee at the eighty five percent (85%) shall be marked with an "A" next to his/her name which shall indicate the deduction is for representation fees.

ARTICLE XV
DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2004, and shall continue in effect until December 31, 2006. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing. The Union shall notify the Township of its desire to commence negotiations for a successor agreement no less than ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Representatives, attested by their respective Secretaries, on the day and year given below.

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO, LOCAL 1034

TOWNSHIP OF MANSFIELD

BY: Carl Katz

CARL KATZ
PRESIDENT

BY: Arthur R. Puglia

ARTHUR PUGLIA
MAYOR

BY: Ruth L. Barrett

RUTH BARRETT
INTERNATIONAL REPRESENTATIVE

BY: Joseph Broski

JOSEPH BROSKI
TOWNSHIP ADMINISTRATOR

BY: Florence Mc Namara

FLORENCE MC NAMARA
STAFF REPRESENTATIVE

BY: Linda Semus

LINDA SEMUS
ACTING CLERK

BY: Joshua Spady

JOSHUA SPADY
NEGOTIATOR

BY: Troy Ulschafer

TROY ULSHAFFER
NEGOTIATOR

DATE: 8/19/05

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