

**AGREEMENT**

between

**TOWNSHIP OF PARSIPPANY-TROY HILLS**

**MORRIS COUNTY, NEW JERSEY**

and

**AFSCME, COUNCIL 52, LOCAL 2867,  
BLUE COLLAR SUPERVISORS**

**JANUARY 1, 2004 THROUGH DECEMBER 31, 2006**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	UNION RIGHTS AND RESPONSIBILITIES	5
IV	NO-STRIKE PLEDGE	6
V	WORK HOURS AND WORK WEEK	7
VI	BEREAVEMENT OR FUNERAL LEAVE	9
VII	OTHER LEAVES	10
VIII	LONGEVITY	11
IX	CONDITIONS OF EMPLOYMENT	12
X	SENIORITY	15
XI	HOLIDAYS	16
XII	PERSONAL DAYS	17
XIII	VACATIONS	18
XIV	SICK LEAVE	19
XV	OVERTIME	22
XVI	RETIREMENT AND SEPARATION	23
XVII	INSURANCE, HEALTH AND WELFARE	24
XVIII	WAGES	26
XIX	GRIEVANCE PROCEDURE	27
XX	SEPARABILITY AND SAVINGS	32
XXI	FULLY-BARGAINED PROVISIONS	33
XXII	TERM AND RENEWAL	34

## PREAMBLE

This Agreement, made this        day of August, 2005 between the TOWNSHIP OF PARSIPPANY-TROY HILLS, MORRIS COUNTY, NEW JERSEY, a municipal corporation of the State of New Jersey, hereinafter referred to as the “Township,” and Council 52 and its affiliated Local 2867, American Federation of State, County and Municipal Employee, AFL-CIO, a representative of employees of the Township as defined in Article I, hereinafter referred to as “AFSCME or the Union,” represents the complete and final understanding on all bargainable issues between the Township and AFSCME.

ARTICLE I  
RECOGNITION

The Township hereby recognizes AFSCME Local 2867 as the sole and exclusive representative for the purposes of collective negotiations for all blue collar supervisors employed in the Sewer Utility, Division of Streets and Roads, Division of Sanitation and Recycling, Department of Parks and Forestry, Water Utility, and Knoll Country Club Utility, but excluding white collar employees, seasonal employees, temporary employees, professional employees, craft employees, confidential employees, managerial executives, police employees, rank and file blue collar employees, and other supervisory employees and all other employees who are not blue collar employees.

ARTICLE II  
MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution for the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. 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 any other disciplinary action for good and just cause according to law;
  4. To make rules of procedure and conduct, to introduce new or improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required. If, in the exercise of the foregoing prerogative, the Township determines to alter the work schedule, it is agreed that, except in emergency situations, the Township shall provide the Union with two (2) weeks advance notice of such alteration.
  5. The right of management to make, maintain and amend such reasonable rules and regulations with advance notice to the Union thereof as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the department and to require compliance by the employees is recognized.
- B. In exercise of the foregoing powers, rights, authority, duties, or 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 the laws of the State of New Jersey and of the United States.

- C. The Township reserves the right with regard to all other conditions of employment not specifically reserved herein to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.
  
- D. Nothing contained herein shall be construed to deny or restrict the Township or its rights, responsibilities and authority under N.J.S.A. 40A: 1-1 et seq. or N.J.S.A. 11A.1-1 et seq. or other national, state, county or local laws or ordinances.

## ARTICLE III

### UNION RIGHTS AND RESPONSIBILITIES

- A. It is recognized by the parties to this Agreement that the responsibility of handling grievances, administering this contract and disposing of disputes which may arise is a duty of the Union.
  
- B. With respect to the negotiation of a successor Agreement, both negotiating teams shall be limited to three (3) people for each team. Employee members of the Union negotiating team shall be released without loss of pay to attend negotiation, mediation, or fact-finding sessions scheduled during their working hours, provided that such employees with management make arrangements for coverage of their work assignments, approved in advance by the Department Heads.
  
- C. At each of the Township facilities where unit employees are regularly stationed, the Township shall provide the Union with adequate space on bulletin boards reserved exclusively for the posting of Union announcements.
  
- D. Neither the Township nor the Union shall interfere with, restrain or coerce unit employees in the exercise of their right, freely and without fear of penalty reprisal, to form, join and assist any employee organization or to refrain from any such activity. The Union shall be responsible for representing the interest of all unit employees without discrimination and without regard to employee Union membership.
  
- E. The Employer agrees to submit to the Union Recording Secretary each month a list of new employees hired in the Township covered by this Agreement, their job classification, home address, and whether their employment is on a permanent, provisional or temporary basis.
  
- F. Employees shall be furnished copies of any written reprimand or any written material of a derogatory nature that shall be made a part of the personnel file.

## ARTICLE IV

### NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his or her 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 or walkout. The Union agrees that such action will constitute a material breach of this Agreement.
- B. In the event of a strike, work stoppage, slowdown or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by the Agreement shall be grounds for disciplinary action which may include suspension or termination.
- C. The Union will actively discourage any of its members or persons acting on their behalf from taking part in any strike, slowdown or job action and make reasonable efforts to prevent such illegal action.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such administrative or judicial relief as it may be entitled to have in law or in equity for injunctions or damages in the event of such breach by the Union, its members or any person acting on its behalf.



## ARTICLE V

### WORK HOURS AND WORK WEEK

- A. The regular work hours each day shall be consecutive except for interruption for two (2) fifteen (15) minute coffee breaks (normally one (1) in the morning and one (1) in the afternoon) at times to be scheduled by the Department Head and a lunch period to be scheduled by the Department Head (duration covered below).
- B. Hours of work are presently scheduled as follows:
1. Water Utility employees work from 7:00 a.m. to 3:30 p.m., inclusive of a thirty (30) minute lunch period, except that the Pumping Station Operators work three (3) rotating shifts, six (6) days on and two (2) days off, from 6:45 a.m. to 3:15 p.m., 2:45 p.m. to 11:15 p.m., and 10:45 p.m. to 7:15 a.m., all inclusive of a one-half (1/2) hour lunch period.
  2. Road Division employees work from 7:30 a.m. to 4:30 p.m., inclusive of a one (1) hour lunch period.
  3. Recycling and Sanitation Division employees work from 6:00 a.m. to 2:00 p.m., without a lunch period.
  4. Parks and Forestry Division employees work from 7:30 a.m. to 4:00 p.m., inclusive of a one-half (1/2) hour lunch period.
  5. Sewer Utility employees work three (3) stationary shifts: 7:00 a.m. to 3:30 p.m. five (5) days on, two (2) days off inclusive of a thirty (30) minute lunch period, 3:30 p.m. to 11:30 p.m. six (6) days on and two (2) days off, 11:30 p.m. to 7:30 a.m. six (6) days on and two (2) days off.
  6. Knoll Country Club Utility employees work from 6:00 a.m. to 2:30 p.m., inclusive of a three-quarter (3/4) hour lunch period. The afternoon break is taken in conjunction with a half hour (1/2) lunch.

- C. The Standard work week for unit employees is presently forty (40) hours from Monday through Friday, except that those employees listed in Paragraph B above working six (6) days on and two (2) days off, who are presently working staggered schedules covering Monday through Sunday with a standard work year of two thousand one hundred ninety-two (2,192) hours.

## ARTICLE VI

### BEREAVEMENT OR FUNERAL LEAVE

- A. In the event of a death of an employee's spouse, parents, child he/she shall be granted funeral leave without loss of pay for a period not to exceed five (5) consecutive working days, one of which shall include either the day of death or the day of the funeral.
  
- B. In the event of a death of one of the employee's following relations, he/she shall be granted funeral leave without loss of pay for a period not to exceed three (3) consecutive working days, one of which shall include either the day of death or the day of the funeral. Relation: Step child, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother-in-law, grandfather-in-law or any relative living in the employee's household.  
  
Five (5) consecutive working days shall be granted provided the funeral of the foregoing is one hundred (100) or more miles distance from Parsippany.
  
- C. In the event of the death of the employee's aunt, uncle, niece or nephew, he or she shall be granted paid funeral leave for the day of the funeral only. No distance provision applies.
  
- D. Reasonable verification may be requested.
  
- E. If the employee needs an additional day, he or she may use vacation time, or a personal day.

## ARTICLE VII

### OTHER LEAVES

- A. Unit employees shall be granted all rights with regard to military leave under applicable State and Federal statutes.
  
- B. Three (3) days leave of absence with pay will be granted to all employees who marry while in the employ of the Township.
  
- C. When an employee receives a summons to serve on a jury, immediate notification must be given to his or her Department Head. An employee will receive his or her regular salary for the period served and will reimburse the Township for the entire amount of monies paid to him for his or her service as a juror.

ARTICLE VIII

LONGEVITY

- A. All eligible employees shall receive longevity payments in addition to their salary as provided below.
  
- B. Longevity payments shall be made in accordance with the following schedule based upon continuous years of service:

<u>Years of Service</u>	<u>Amount</u>
After five (5) years of service	\$ 300.
After ten (10) years of service	700.
After fifteen (15) years of service	900.
After twenty (20) years of service	1,300.
After twenty-five (25) years of service	1,600.

- C. Employees hired on or after January 1, 1996, shall not be entitled to nor shall they receive any longevity benefits in accordance with this article or as may otherwise be set forth in municipal ordinance, policy or regulation in any form whatsoever. Longevity benefits are provided only to employees who were actively employed by the Township as of December 31, 1995.

## ARTICLE IX

### CONDITIONS OF EMPLOYMENT

#### A. Safety Conditions

1. All vehicles and equipment (including tools) shall conform to all applicable safety conditions and regulations of the New Jersey Division of Motor Vehicles.

Employees shall immediately report all defects of equipment (including tools) in writing. The Township shall not require an employee to take out equipment (including tools) that has been reported in an unsafe operating condition until such equipment has been either repaired or determined to be safe by management or by a properly appointed Township mechanic.

2. Employees shall immediately report in writing, any unsafe condition created by the employee's inability to safely operate new or unfamiliar equipment (including tools) in which case the Township shall not require the employee to operate such equipment alone until reasonable operating instructions have been given to the employee by management or properly appointed Township employee. It is expressly understood that nothing set forth in the preceding sentences of this section in any way diminish the Township's exclusive and unilateral right to determine the equipment to be utilized, or the means, methods, processes or procedures to be followed, in carrying out Township operations.
3. The Township will furnish employees with all necessary special tools, and will replace such tools when broken or when rendered unusable because of normal wear and tear. It is expressly understood that nothing set forth in the preceding sentence in any way diminishes the exclusive and unilateral right of the Department Head to determine which special tools are necessary, and when such tools are to be replaced.

4. The Township agrees to use standards comparable to OSHA guidelines in non-emergent shoring projects. OSHA standards to be filed with the executed contract.

B. Sanitary Conditions

1. The Township and its employees shall provide and maintain sanitary conditions in all facilities, including toilets, areas of employment and designated eating areas.
2. The parties expressly recognize that it is the Township's exclusive and unilateral right to determine whether any or all of its employees shall be required to wear uniforms or adhere to other dress requirements and, if so, the nature and type of uniform or other dress articles to be worn. The parties additionally recognize that the purchase, rental, replacement and/or repair of uniforms or other employee dress articles are or may be restricted by, applicable bidding statutes or regulations. Within the confines of the foregoing prerogatives and restrictions, it is agreed that an employee's legitimate request for the timely replacement or repair of a Township supplied uniform or other dress article will not be unreasonably denied by the Township. When an employee leaves the Township's employ, he shall return all Township property (including uniforms) in his or her possession.
3. The Township will provide to each employee covered by this Agreement who wears work boots as part of their uniform one hundred fifty dollars (\$150.00) per year for the purchase of work boots. The reimbursement will be an expense item. Said payment will be made by check as soon as possible after a receipt for the purchase of work boots has been received by the Department Head. In order to obtain reimbursement for work boots, the employee must provide proof of purchase in the form of a receipt or other evidence. The Township reserves the right to inspect any boots prior to replacement or reimbursement.

C. Employee Substance Abuse

All bargaining unit members shall be covered by and be subject to the Township's substance abuse policy and procedure. This procedure shall be consistent with State and Federal requirements for holders of the Commercial Drivers License. A copy of the Township's substance abuse policy and procedure shall be provided to all employees at the time of hiring and all employees shall acknowledge their receipt of same. Additional copies of the policy and procedure shall be available upon request of the Township Business Administrator.



## ARTICLE X

### SENIORITY

- A. Seniority is defined as an employee's total continuous length of service with the Township beginning with his or her date of hire.
- B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of the alphabetical order of their surnames.
- C. Requested dates for vacation leave shall be scheduled and approved by each Department Head, taking into consideration the wishes of the employee. Conflicts in vacation schedules will be resolved on the basis of seniority.
- D. Overtime assignments will be distributed by seniority on a rotating basis among the employees within that Department, and qualified to do the work, according to their Civil Service job classification.
- E. One copy of the seniority lists maintained by the Township shall be provided to the Union upon request each year. The Union shall be notified of any changes in the seniority list.
- F. The Union may have copies of seniority lists for each Department:
  - 1. Parks and Forestry
  - 2. Sewer Utility
  - 3. Public Works
    - a. One for Streets and Road Division.
    - b. One for Sanitation/Recycling Division
  - 4. Water Utility
  - 5. Knoll Country Club Utility

## ARTICLE XI

### HOLIDAYS

- A. Fourteen (14) holidays shall be granted each year. The schedule for these holidays will be distributed no later than January 15th of each year.
- B. Holidays falling on a Saturday are usually observed on the preceding Friday.
- C. Holidays falling on a Sunday are usually observed on the following Monday.

## ARTICLE XII

### PERSONAL DAYS

- A. The employees shall be entitled to three (3) days leave of absence, with pay, for personal business, household or family matters described in this section. Such days shall be non-accumulative. It may be used in conjunction with vacation leave if approved in advance by the Department Head or in the event of an unforeseen emergency.
- B. “Business” means an activity that requires the employee’s presence during the work day and is of such nature that it cannot be attended to at a time outside of the work day.
- C. Personal, household or family matters, refer to matters when an employee’s absence from duty is necessary for the welfare of the employee or his or her family.
- D. Application for such leave must be submitted in writing, at least two (2) days in advance, except in the event of an emergency.
- E. The personal day shall not be divided.

ARTICLE XIII

VACATION DAYS

A. Paid vacation will be granted to all permanent employees during each calendar year. The number of vacation days to which an employee is entitled in a given calendar year is based upon the length of the employee's continuous service as of December 31st of the prior calendar year. The amount of vacation is determined by the length of continuous service as follows:

B. Vacation Schedule:

<u>Length of Service</u>	<u>Vacation Granted</u>
Up to the first calendar year	One (1) vacation day for each month of service
One (1) through five (5) years	Thirteen (13) working days per year
Six (6) through ten (10) years	Sixteen (16). working days per year
Eleven (11) through fifteen (15) years	Nineteen (19) working days per year
Sixteen (16) through twenty (20) years	Twenty (21) working days per year
Twenty-one (21) years	Twenty-four (24) working days per year
Twenty-two (22) years	Twenty-five (25) working days per year
Twenty-three years plus (23+)	Twenty-six (26) working days per year

C. Vacation time not utilized by employees shall accumulate for the next calendar year only.

D. Upon request at the end of each calendar year, the Township shall notify the employee of the number of vacation days the employee has due.

E. In the event of death of an employee vacation days earned but not taken shall be prorated to the death and paid to the estate of the employee.

- F. The scheduling of vacation shall be subject to approval by the Township in accordance with Article II Management Rights. The Township reserves the right to deny a request for vacation based upon the needs of maintaining services to the residents of the Township.

## ARTICLE XIV

### SICK LEAVE

- A. All employees shall be entitled to sick leave pay based on their accumulated years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.
- B. Amount of Sick Leave:
1. All permanent employees shall be entitled to one (1) working day for each month of the first calendar year of employment, and fifteen (15) working days in each calendar year thereafter. New employees shall receive one (1) working day for the initial month of employment if they begin work on the first through 14th day of the calendar month, and none if they begin on the 15th through the end of the month.
  2. Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year, to be used when needed for such purposes as set forth above.
  3. Upon request at the end of each calendar year, the Township shall notify the employee of the number of sick days used and the number of unused accumulated sick days.
- C. If an employee is absent for reasons that entitle him/her to sick leave, his or her Division/Department Head or other Supervisor shall be notified at least one half hour (1/2) before the employee's usual reporting time. Failure to so notify his or her Foreperson or other Supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

- D. If an employee should be absent on sick leave for three (3) or more consecutive working days, or on the day before or after a holiday, he/she shall be required to submit acceptable medical evidence substantiating the illness.
- E. The Sick Leave benefit is designed to provide salary continuation to employees who are ill.
1. Excessive sick leave is defined as exceeding ten (10) occurrences during any twelve (12) month period or where there is a pattern of abusing sick leave. Whenever under a doctor's care for two (2) or more days, this shall be considered as only one (1) occurrence. Employees who abuse sick leave shall be required to produce a doctor's certificate as proof of illness for each occurrence for a period of six (6) months. Failure to produce a doctor's certificate will result in dock.
  2. An employee may be placed on "Notice" for a period of six (6) months, or more, at the discretion of the Township for excessive or abuse of sick leave. When an employee is going on notice, a written notice stating the "on" and "off" dates shall be sent to the employee. If the employee remains on notice beyond the original period, a written explanation shall be provided. Employees who continue to abuse or exceed the Sick Leave Allowance will be subject to disciplinary action including but not limited to dismissal under the New Jersey Administrative Code provisions.
  3. While it is the responsibility of the employee to keep advised as to whether a pattern of excessive absenteeism is developing, the Department Head will send a warning notice whenever possible.
- F. A sick day which is subsequently docked will not be charged against the employee's Sick Leave Allowance and will be counted as an occurrence.
- G. The Township may require proof of illness of an employee on sick leave whenever requirement appears reasonable. An example is taking sick leave before or after a holiday. Abuse of sick leave shall be cause for disciplinary action.

- H. In case of sick leave due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- I. The Township may require an employee who has been absent because of personal illness, as a condition of his or her return 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 or her normal duties and that his or her return will not jeopardize the health of other employees.
- J. Absence without notice for five (5) consecutive days and without authorization from a superior shall constitute resignation not in good standing.
- K. Failure to follow sick leave notification and verification procedures may result in a denial of sick leave for that specific absence, be considered an abuse of sick leave and/or constitute cause for disciplinary action. The determination as to abuse shall be made solely in the discretion of the Township. If sick leave is denied the employee will be docked for the time lost from work.
- L. The employer acknowledges that bargaining unit members are covered by the Federal and State Family Leave Acts.

## ARTICLE XV

### OVERTIME

- A. With the exception of the Pumping Station Operators, employees working in excess of their regularly scheduled forty (40) hour work week, or in excess of their regularly scheduled eight (8) hour day, shall receive time and one-half (1-1/2) for all hours so worked. In the case of Pumping Station Operators, such employees working in excess of their regularly scheduled eight (8) hour day shall receive time and one-half (1-1/2) for all hours so worked. Knoll Utility greenskeepers, working Saturday and Sunday as part of their regularly scheduled work week, shall receive time and one-half (1-1/2) their straight time rate of pay for all hours on Saturday and Sunday.
- B. Employees not regularly scheduled to work on weekends as part of their normal work week shall be compensated at the rate of time and one-half (1-1/2) for work performed on Saturdays or Sundays. With respect to work performed on holidays, all employees shall receive their normal holiday pay and shall be compensated at the rate of time and one-half (1-1/2) for all hours worked.
- C. Employees called back to work outside of regular working hours to perform work of an emergency nature will be paid for actual time worked, but not less than four (4) hours of overtime. However, employees scheduled to start at an earlier time to work overtime will be paid only for the actual time worked.
- D. All overtime must be authorized by the Department Head and paid upon verification that it has been performed.
- E. All overtime will be paid as in current practice, in the following pay period check following the end of the pay week in which the overtime was worked.



## ARTICLE XVI

### RETIREMENT AND SEPARATION

- A. The Township shall abide by all applicable pension statutes and regulations.
- B. Upon service retirement or early retirement, an employee who is immediately eligible for retirement benefits will receive, in one (1) lump sum, one (1) day's base salary, computed on the basis of the employee's salary at the time of retirement, for each two (2) days of unused accumulated sick leave. For employees hired after December 31, 1995, total payment shall not exceed \$12,000 per employee, regardless of the number of days accumulated.
- C. Upon permanent separation from employment for any reason except termination for cause, unused vacation days for the prior calendar year, as well as earned vacation days for the current year, shall be paid to the employee, computed on the basis of the employee's salary at the time of separation.

In lieu of the foregoing, the employee may elect to utilize all earned vacation days immediately preceding his or her separation, except termination for cause.

- D. The Township agrees to pay Employee Health Plan premiums for a managed care plan for all employees who, upon retirement, are immediately eligible for retirement benefits with twenty-five (25) years of service with the Township until they attain the age of sixty-five (65).
- E. If an active employee or eligible retiree dies, the spouse and dependents would continue to be covered by the Employee Health Plan for one (1) year at no cost subject to the Township contribution provisions of the agreement. It is understood that the one (1) year survivor provision is incorporated into the COBRA benefit period.

## ARTICLE XVII

### INSURANCE, HEALTH AND WELFARE

- A. The Township shall continue to maintain and provide all insurance through the Employee Health Plan that is in full force and effect at the present time, except that such benefits may be increased by the provisions hereinafter set forth. Nothing in the preceding sentence shall be construed as precluding the Township from changing insurance carriers, so long as substantially equivalent coverage is maintained.
  
- B. The Township shall provide life insurance in the amount of twenty thousand dollars (\$20,000).
  
- C.
  - 1. The Township shall provide the Employee Health Plan at full cost to the Township, except that:
    - a. All employees shall continue to pay current co-pays or coinsurance as required by each plan for all insurance coverages.
    - b. In addition, all employees hired on or after January 1, 2006 shall also pay five percent (5%) of the cost of each prescription.
  
  - 2. The Township also agrees to expand the prescription plan to cover birth control pills, bee sting kits, and nicotine patches (employee and spouse only). The Township requires the individual to be treated by a Township designated physician in order to receive the benefit of the nicotine patches (unless exempted by the Mayor). The individual must not smoke for one full year, as certified by assigned physician, or the Township will require the individual to reimburse the expense of this benefit, and the individual must sign off agreeing to this condition.
  
- D. The Township shall provide the vision allowance to eligible unit members upon hiring and to dependents and spouses of members employed by the Township at least one (1) year.

- E. With respect to civil lawsuits filed against employees by third parties concerning the performance of their duty or settlement of claims for personal injury, death or property damage arising out of or in course of their employment, the Township shall supply legal advice and counsel for the defense of such lawsuits, and shall pay and satisfy judgments against employees as the result of such claims, but only to the extent that the foregoing obligations of defense indemnification are specifically mandated by the statute.

## ARTICLE XVIII

### WAGES

- A. Effective and retroactive to January 1, 2004 a salary increase of 4%.  
Effective and retroactive to January 1, 2005 a salary increase of 4%.  
Effective January 1, 2006 a salary increase of 4%.
- B. All employees shall be eligible for retroactive pay provided they were on the payroll of the Township on the date of the execution of this contract.
- C. There shall be a one (1) week delay of salary for employees hired on or after the execution of this contract.

## ARTICLE XIX

### GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that this procedure will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definition

A grievance shall be defined as any dispute relating to the violation, interpretation or application of the terms of this contract and the following procedure shall be adhered to for the purposes of attempting to reach a mutually satisfactory settlement. The term “grievance” and the grievance procedures as set forth herein shall not apply to:

- (A) Matters which involve the interpretation or application of a Civil Service (New Jersey Department of Personnel) rule or regulation or N.J.S.A. 11A: 1.1, et seq., the Civil Service Law, and in which a method of review is prescribed by law, rule or regulation;  
or
- (B) Matters in which the employer is without authority to act.

It is expressly understood, however, that no grievance may proceed beyond Step One, herein, unless it constitutes a complaint or controversy arising over the interpretation of the terms and conditions of this Agreement. It is further understood that disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein. It is further understood that this grievance procedure cannot be invoked to obtain any matter which AFSCME sought but could not obtain at the bargaining table during the negotiations that lead to this Agreement. Where the grievance involves the

alleged violation of individuals' rights specified in New Jersey Department of Personnel rules for which a specific appeal to the New Jersey Department of Personnel is available, the individual must direct his/her complaint to the New Jersey Department of Personnel directly. Accordingly, in the event an employee elects to pursue Civil Service remedies, no recourse to the grievance procedure will be available. Likewise, in the event the employee elects to invoke this grievance procedure, no recourse to Civil Service remedies will be available. If the employee files an application of any kind for relief with the New Jersey Department of Personnel, any pending grievance shall be immediately withdrawn and dismissed and relief which may have been obtained pursuant to the grievance procedure, if any, shall be rescinded.

B. Steps of the Grievance Procedure

The parties agree that the purpose of this procedure is to obtain expeditious resolution, in good faith, of disputes between the parties.

Step One -

Within ten (10) calendar days after the event giving rise to the grievance, the aggrieved employee and shop steward shall institute action under the provisions herein by meeting with his/her general supervisor and discussing the grievance orally. The general supervisor shall respond orally to the grievance within three (3) working days after the meeting.

Step -Two

If the grievance is not satisfactorily resolved at Step One, the Union representative shall reduce the grievance to writing and file the grievance with the aggrieved employee's Department/Division Head within ten (10) working days after receipt (or after the due date) of the Step One response.

The written grievance document shall contain sufficient detail and specificity as to enable the Department/Division Head to adequately understand the nature of the grievance and shall cite the specific provision of the Agreement being grieved. The written grievance document shall be signed by the aggrieved employee(s) or in the case of a class grievance, by the appropriate Union official. It is the intention of the parties that the Department/Division Head be supplied with sufficient information in order to respond to the allegations of the grievance. The Department/Division Head may request additional information from the Union and/or the

aggrieved employee when deemed necessary; this authority shall not be exercised unreasonably or for purposes of delay.

Within seven (7) working days after receipt of an adequately documented grievance, the Department/Division Head shall meet with the aggrieved employee and the shop steward. Said meeting shall take place at a mutually agreeable meeting time such that Township operations and the provision of services to the public are not interrupted.

The Department/Division Head shall render a written response based upon the written grievance document and the meeting with the employee and shop steward within seven (7) working days of the meeting.

#### Step –Three

If the grievance is not satisfactorily resolved at Step Two, the Union representative shall submit the written grievance document together with the written decision of the Department/Division Head to the Business Administrator or his designee within ten (10) working days after receipt (or after the due date) of the Step Two response.

The Business Administrator or his designee shall schedule a meeting to review the grievance and the Step Two determination. Each party may not have more than three (3) persons present at the meeting; for the Union, a representative of AFSCME Council 52 shall be included among the three (3) persons present.

The Business Administrator or his designee shall render a written response within ten (10) working days of the meeting, unless the grievance is other wise resolved.

#### Step – Four

If the grievance is not satisfactorily resolved at Step Four, AFSCME Council 52 may submit the grievance to arbitration within twelve (12) working days after receipt (or after the due date) of the Step Three response. If any grievance has not been initiated within the time specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. In each step, to be timely and effective, the written grievance must set forth in

reasonable detail the facts underlying the grievance, the specific contract provisions at issue, and the relief sought.

Additionally, to be timely and effective, the writing filed in the previous steps of the grievance must contain all of the materials filed in the previous steps, together with a detailed statement of the reasons why the responses (if any) were claimed to be unsatisfactory.

#### Powers and Duties of the Arbitrator

The arbitrator shall be selected on a case-by-case basis from the panel of arbitrators maintained by the New Jersey Public Employment Relations Commission.

The arbitrator shall hear only the grievance before him and the issue involved in that grievance. The arbitrator shall hear the matter on the evidence and within the meaning of this contract. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to nor subtract from the terms of the agreement and the referenced policies.

The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this agreement and shall confine his or her decision solely to the interpretation and application of this agreement. He/she shall confine him/herself to the precise issue being submitted to arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination.

The language above is intended to read in a manner consistent with the provisions of N.J.S.A. 34:13A-7 and N.J.A.C. 19:12-5.1, et seq.

- D. In the course of processing a grievance, the Township representative(s) may choose, in the exercise of his or her discretion to schedule a meeting. Any such meeting shall be held at a mutually acceptable time and place, provided that such meeting shall not be scheduled during employee's regular working hours unless absolutely essential to a fair disposition of the grievance. The aggrieved employee shall have, at his or her request, an employee



representative from the Union to assist in the resolution of the grievance at such meeting. In the event such meeting is scheduled during the employee's regular working hours, the aggrieved employee, the participating employee representative from the Union, and any necessary employee witness shall be released from work without loss of regular straight time pay. Requests for employee representatives and witnesses shall be made to the Township prior to the date of any meeting, and meeting dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Township.

## ARTICLE XX

### SEPARABILITY AND SAVINGS

If any section, sub-section, paragraph, sentence, clause or phrase in this Agreement, or any application thereof to any employee or group of employees, is held to be 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 XXI

### FULLY-BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding by the parties of all negotiable issues which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understandings and agreements arrived at by the parties as to the exercise of that right and opportunity are set forth in this Agreement. Therefore the Township and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waives the right and each agree that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This section concerns negotiation rights and does not relate to the right to resort to the Grievance procedure. Such grievance rights are contained in Article XIX.
- B. This Agreement shall not be nullified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE XXII

### TERM AND RENEWAL

The term of this Agreement shall be retroactive to January 1, 2004 and remain in effect until December 31, 2006 for the Township of Parsippany-Troy Hills and the Departments of Parks and Forestry, Division of Streets and Roads, Division of Sanitation and Recycling, Sewer Utility, Water Utility, and Knoll Country Club Utility.

All terms of this Agreement shall be prospective except where otherwise specifically indicated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the        day of August, 2005.

TOWNSHIP OF PARSIPPANY-TROY  
HILLS

AFSCME, COUNCIL 52, LOCAL 2867

\_\_\_\_\_  
Marceil Letts, Mayor

\_\_\_\_\_  
Eric Goordman, President

\_\_\_\_\_  
Robert Strechay, Business Administrator

\_\_\_\_\_  
Paul Makowski, Vice President

\_\_\_\_\_  
Henry Sunyak, Director of Personnel

\_\_\_\_\_  
Joseph Zeppa, Treasurer

\_\_\_\_\_  
, Recording Secretary

\_\_\_\_\_  
Mervis Scott, Council 52

\_\_\_\_\_  
**Attest:**

\_\_\_\_\_  
Judith Silver, Township Clerk

X:\WORD\CONTRACT\Blue collar suprs 2004 thru 2006 .doc