

COLLECTIVE BARGAINING AGREEMENT  
JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

BETWEEN

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TOWNSHIP OF BRANCHBURG

AND

BRANCHBURG TOWNSHIP

WHITE COLLAR UNION

TEAMSTERS LOCAL 469

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THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Township of Branchburg in the State of New Jersey (hereinafter referred to as the "Township") and Teamsters Local Union No. 469 (hereinafter referred to as the "Union"). WITNESSETH: That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

## ARTICLE 1 - RECOGNITION

The Township recognizes the Union as the sole and exclusive collective bargaining agent for purposes of collective bargaining in regard to wages, hours, benefits and/or compensation packages and other terms and conditions of employment for all full-time and part-time white collar employees employed by the Township of Branchburg. Excluded from the bargaining unit are: All managerial executives, confidential employees and supervisors within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.;, all Township employees in other contract negotiation units, all professionals, crafts peoples and casual employees.

## ARTICLE 2 - DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"Member" -- A regular, full-time or part-time employee of the Township who is a member of the group represented by the Union

"Administrator" -- The Township Administrator, Assistant Administrator or other person designated by the Township Committee.

"Supervisor" -- Department head, Supervisor or other managerial staff designated by the Township Administrator.

## ARTICLE 3 - UNION MEMBERSHIP

The Township recognizes that every Member shall have the right to freely organize, join, and support the Union for the purpose of engaging in collective negotiations. No Member shall be disciplined, reprimanded, reduced in rank, or have an increment withheld without just cause. Nothing in this Agreement shall be construed to deny or restrict any Member such rights as the Member may have under New Jersey statutes, regulations or the State Constitution, as well as the United States Constitution or laws of the United States.

## ARTICLE 4 - UNION DUES

4.1-Deduction: The Township agrees to deduct from Members' salaries dues for the Union when Members have voluntarily authorized the deduction. Such deductions shall be made out of the first payroll period or the earliest subsequent payroll period for each month, and immediately delivered or forwarded to: Teamsters Local Union No. 469, 3400 route 35, Suite 7 Hazlet, NJ 07730. Dues amounts shall be set by the Local and said amount shall be transmitted to the Administrator for payroll deductions.

4.2-Changes: Whenever there is a change in the Members in the bargaining unit, the Township further agrees to forward a list of hires and terminations to the Secretary

Treasurer of the Union, and that the transmittal of the said list shall be simultaneous with the transmittal of the aforementioned deductions.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

The Township shall remain exclusively vested with 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. The executive management and administrative control of the Township government and its operations, properties and facilities, and the activities of its employees; including the right to full and exclusive control, direction and supervision of employees;
2. The right to hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees;
3. The right to change jobs or establish new jobs;
4. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
5. The right to promulgate and enforce reasonable rules and regulations for the conduct of employees;
6. The only limitation on the Township's management rights shall be the provisions specifically contained in this Agreement.

#### **ARTICLE 6 - ASSIGNABILITY**

No provision, term, or obligation herein contained shall be affected, modified, altered, or changed in any respect whatsoever by any change in the organization or name of the Union.

#### **ARTICLE 7 - PENSIONS**

The Township is presently participating in the New Jersey Public Employees Retirement System (P.E.R.S), and will continue to do so. The Township shall maintain such contributions to the Plan for each Member as the Plan requires.

#### **ARTICLE 8 - UNION REPRESENTATIVE VISITATION**

Authorized representatives of the Union shall be permitted to visit the facilities or operations of the Township during working hours. The representatives will make advance arrangements with the Administrator and will be accompanied by the Administrator or by a Supervisor assigned by the Administrator. No meetings with Members will take place during working hours.

#### **ARTICLE 9 - BULLETIN BOARDS**

The Township will provide a bulletin board in an area readily accessible to Members within each facility for members represented by the Union for the exclusive use of the Union.

## ARTICLE 10 - WAGES

10.1-Rates of Pay: Effective January 1, 2013 the pay rate for each position shall be as shown on Appendix "A" attached hereto. Each member's compensation shall be based on their respective position.

10.2-New Classifications: If the Township creates jobs different from those set forth in this Agreement, the Township will provide job descriptions for said new jobs.

10.3-No Reduction: No Member shall suffer a reduction in his/her basic hourly rate of pay, nor will any financial benefit now being enjoyed by Members (regardless of the method of computation) be taken away as the result of the signing of this Agreement.

10.4-Injured Members: A Member suffering from an injury arising out of and in the course of his/her employment, who is required to discontinue work as a result of the injury, will be paid from the time of his injury to the end of the shift on the day of such injury. Subsequent days out of work follow worker's compensation rules/regulations.

## ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.1-Work Day: The regular work day for full time employees shall consist of seven and one half (7.5) hours worked. Work hours, unless otherwise defined by the employee's Supervisor or Administrator, are 8:00 AM to 4:30 PM with a one (1) hour unpaid lunch break which shall be taken between the hours of Noon and 2:00 PM as assigned by Member's Supervisor. Employees must be at their designated work area on time and ready to work at the designated times.

The regular work day for part time employees shall consist of hours as specified for that position and as set forth by the Department Head with the approval of the Administrator. Part Time employees may take an unpaid lunch break which shall be taken as assigned by Member's Supervisor. Employees must be at their designated work area on time and ready to work at the designated times.

11.2-Work Week: The regular work week shall consist of five (5) consecutive work days, thirty seven and one half (37.5) hours, Monday through Friday excluding holidays. The work week, shall be defined as a seven-day period beginning on Monday, at 12:01 A.M., and ending on Sunday, 12:00 P.M. (midnight), unless otherwise designated by the Township.

### 11.3-Overtime:

11.3.1 - Members shall be paid one and one-half (1.5) times their regular rate for all hours worked in excess of forty (40) hours per week or at the option of the Member, accept flex time at a rate of one hour worked for one hour of flex time.

11.3.2 - Members called in to work on Holidays as defined in Article 16, shall receive two times (2) their hourly rate regardless of hours worked per week.

11.3.3 - "Hours worked" for the purpose of sub-paragraphs 11.3.1 above shall include seven and one half (7.5) hours for each regular holiday, vacation day, personal day, floating holiday or bereavement day taken by the Member during the work week.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

It is the intent of the Township of Branchburg to administer fairly the daily operation of the Municipal Offices with due regard to Members, the public and the taxpayers. Should the rights of a Member in his or her opinion be infringed upon, or should the Member believe that any rule or regulation be unfair or unfairly applied, it is the right and prerogative of the Member to appeal to his or her superiors for a review of the complaint according to the following procedure:

Step 1: All grievances shall first be presented in writing to the Supervisor. It is the Supervisor's responsibility to arrange a mutually satisfactory settlement as quickly as possible and reduce such settlement to writing a copy of the grievance and settlement shall be transmitted to the Administrator.

Step 2: If, within five (5) working days, the grievance is not mutually resolved between the Member and the Supervisor, the Supervisor or Member may appeal to the Administrator. All appeals shall be presented in writing to the Administrator stating the facts and nature of the complaint. The Administrator will review the facts concerning the grievance at a meeting with the Member and the Supervisor and shall prepare a written report with a decision on the grievance within fifteen (15) days thereafter.

Step 3: Failing a solution, any affected party may, within ten (10) days, make a written request that the Township Committee hear and decide the grievance at a hearing at which all affected parties shall be heard. The Township Committee shall conduct the hearing and shall render a written decision, which shall be given to all affected parties within thirty days of receipt of the appeal. All papers and documents relating to a grievance and its disposition will be placed in the Member's Personnel file.

## **ARTICLE 13 - EMPLOYMENT PRACTICES**

13.1-New Hires; Investigations and Medical Examination: The Township Committee must approve any new position and authorize the hiring of each employee. Prospective employees may be subject to investigation as deemed necessary by the Township Committee, to be conducted at Township's expense. The Township may also, after supplying written reasons to the Member, require any Member to undergo medical examination during employment at Township expense.

13.2. Substance Abuse Testing. Any substance abuse testing required of a Member by State or federal law, or by the Township, related to the Member's work with the Township, shall be paid for by the Township.

## **ARTICLE 14 - SAFETY**

A joint Labor-Management Safety Committee shall be established consisting of three (3)



Union members from the Local membership and such Township membership as shall be established by the Township. The Safety Committee will hold a meeting each quarter on the first working day of the respective month.

## ARTICLE 15 - HEALTH BENEFITS

The Township shall provide the following insurance or its equivalent for all full time Members:

- A. New Jersey State Health Benefits Program. Effective January 1, 2011, Health and Prescription benefits for all full time Members shall be paid for by the Township. Members shall choose from the benefits established under the New Jersey State Health Benefits Program. Contributions on behalf of the Members shall be in accordance with N.J.S.A. Chapter, 78 following its' implementation by the State of New Jersey or 1.5% of the established base salary whichever is greater.
- B. When an employee retires after 25 years of Township service, the employee shall receive paid medical benefits for him/herself. When an employee retires after 50 years of Township service, the employee shall receive paid medical benefits for him/herself and their spouse, domestic partner or civil partner. Any employee hired after August 10, 2009, will not be eligible for paid retirement medical benefits.
- C. Disability benefit. All regular full- time employees are eligible for disability benefits (i.e., partial salary continuation) 90 days after full- time employment. Disability will be paid to an employee for illness or injury that is not job related. All employees must wait 30 days (20 working days) before disability will pay up to 70% of base salary but not to exceed the maximum determined annually by the State of New Jersey for the State's disability insurance plan. During the waiting period employees may use available sick, personal or vacation time to receive their regular salary with continued payments contingent upon the carrier's approval. It is the final decision of the Township's carrier as to eligibility for disability benefits. All forms, which are available through the Finance Office, must be completed and returned to the Township's carrier as soon as possible.
- D. Disability Leave: employees who are receiving disability benefits under the Township's disability pay policy may be granted a leave of absence for the period they are receiving disability pay, up to a maximum of six months. If the employee is eligible for FMLA leave, leave granted under the disability policy will count against the employees FMLA leave entitlement. An employee who has exhausted their disability leave may request a personal leave of absence for a period to be determined.
- E. Life Insurance. Township will provide a \$5000.00 per full-time employee life insurance policy.
- F. Dental Insurance for Members and their dependents. The dental program is limited to full-time employees. Other employees not receiving automatic coverage may purchase, if permitted by the carrier, family coverage through payroll deductions. Coverage becomes effective 60 days after employment commences. Enrollment forms should be completed in the following

instances:

- i. New, full-time employees beginning service with the Township, or part-time employees beginning full-time service with the Township.
  - ii. Full-time employees wanting to add an eligible dependent.
  - iii. Full-time employees who want to drop a dependent.
  - iv. Enrollment forms are available from the Finance Office and are the employee's responsibility to notify the Payroll Clerk of any change in dependent status by completing updated enrollment forms.
- G. Other existing options not limited to Valic, Aflac, and FSA will remain available to employees according to the plans existing options.

## ARTICLE 16 - HOLIDAYS

16.1-Holidays Designated: The following days will be considered as official holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- General Election Day
- Thanksgiving Day
- Friday following Thanksgiving
- Afternoon (half day) of Christmas Eve\*
- Christmas Day
- Afternoon (half day) of New Year's Eve\*

\* If the Holiday (Christmas Eve/New Year's Eve) falls on a weekend, these days will be honored on the workday preceding the holiday. At the sole discretion of the Township these two half-day holidays may be combined into a single day.

16.2-Day Observed: When an official holiday falls on a Sunday, the following Monday shall be observed as that holiday. When an official holiday falls on a Saturday, the preceding Friday will be observed as that holiday.

16.3-Floating Holidays: In addition to the foregoing designated holidays, each full time Member shall be entitled annually to three (3) floating holidays, which may be taken after receiving pre-approval from the Member's supervisors. Part time members shall be entitled to one and one-half floating holidays.

16.3.1, New full-time employees hired between January 1 and April 30 of any year will be entitled to three (3) floating holidays. New employees hired between May 1 and August 31 will be entitled to two (2) floating holidays. New employees hired between September 1 and December 31 will be entitled to one (1) floating holiday.

16.3.2, New part-time employees hired between January 1 and April 30 of any year will be entitled to one and one-half (1½) floating holidays. New part-time

employees hired between May 1 and August 31 will be entitled to one (1) floating holiday. New part-time employees hired between September 1 and December 31 will be entitled to one-half (1/2) floating holiday(s).

16.4-Part/time Holidays: If a Holiday falls on a part time employee's regularly schedule work time, the employee shall receive regular pay for the Holiday. If the Holiday falls at a time when a part-time employee is not regularly scheduled to work, the member shall not be paid for that Holiday.

## ARTICLE 17 – VACATIONS

17.1-Allowed Vacation: Members shall receive the following annual vacation with pay:

17.1.1 - In the first calendar year of employment, full time employees: one-half day of vacation for each full calendar month worked. Part time employees are entitled to one-quarter of a day per calendar month worked.

17.1.2 - During the next calendar year thru calendar year 4: Two weeks vacation for fulltime employees. Part time employees receive 2 weeks per scheduled hours worked. Part time Member Example: If your regular scheduled shift is 5 hours per day and 3 days a week your vacation entitlement is 30 paid hours or 6 days (5 hours per day).

17.1.3 - After the completion of 5 years of service and the commencement of the following calendar year, each member shall be entitled to three (3) weeks vacation during each calendar year.

17.1.4 - Completion of ten (10) calendar years (beginning of the 11<sup>th</sup> year of service) or more: Three (3) weeks plus 1 day for each year thereafter the completion of the 10<sup>th</sup> year. Not to exceed a total of 30 days.

17.2-Holiday During Vacation: A holiday occurring during a Member's vacation period shall not be counted as vacation time.

17.3-Vacation Plans: Each Member shall file with the Supervisor, and each Supervisor shall file with the Administrator, a vacation schedule. Each department may reasonably limit the number of employees on vacation at a time, and the number of employees on disability may be considered as one factor in setting a limit. In the event of a conflict of vacation dates of key employees in one or more departments that cannot be satisfactorily resolved, the Township Administrator may request a review of the schedule(s) for the department(s) affected, and his/her decision shall be final. In the event of conflict, seniority shall take precedence.

17.4-Vacation Periods: Vacation time, authorized by the direct Supervisor or Administrator may be taken in no less than one half (1/2) day increments.

17.5-Advance Pay for scheduled vacation: Members may receive pay on the day prior to their scheduled vacation as long as a request for advance pay has been received by the Townships Finance Office at least one (1) week in advance and approved by the Administrator.

17.6-Vacation Carry-Over: Vacations shall be completed within the calendar year and may not be accumulated unless approved by the Supervisor and Township Administrator. Such approval will not be unreasonably withheld. Members must request the carry over of any unused vacation from the Township Administrator by December 31 of the current year. A maximum of ten (10) days unused vacation may be carried over to the following year unless otherwise approved by the Administrator. Any such carried over vacation must be used by April 30 of the following calendar year or it will be forfeited by the Member.

If the Township requires a Member to cancel a vacation after November 1, the Member shall be entitled to carry the prior scheduled days in excess of 10 days vacation time until April 30<sup>th</sup> of the following year. Carry over vacation days of this nature shall be used by April 30<sup>th</sup> of the following year or they will be forfeited by the Member.

17.7-Preference for Seniority: Vacations will, so far as possible, be granted at the time most desired by the Member, but the final right to allotment of vacation period is reserved to the Township in order to insure normal operations. Members with seniority will be given preference for vacation weeks.

## **ARTICLE 18 – EMPLOYMENT RULES**

18.1, Probationary Period: New Members shall be on probation for a period of six months and until granted permanent status by the Township Committee. It shall be the responsibility of the Supervisor to submit a written report with recommendations to the Administrator at least two weeks prior to the expiration of the probationary period. A copy of the written report shall be given to the Member for review and comment. The Administrator shall transmit the written report, and the Member's comments if any, to the Township Committee for review. The review date shall be held no later than the first Township Committee meeting after the expiration of the six (6) month period. During probationary period members are subject to termination without cause or hearing. Probationary employees may not avail themselves to the grievance procedures set forth herein.

18.2. Re-Employment after Lay-Off: Each Member on layoff shall be notified by the Township of the first opportunity for re-employment, such notice of recall to be given in writing to such Member's last known address filed with the Township. Any Member who fails to accept an offer for re-employment within ten (10) days after mailing of notice shall forfeit seniority rights with respect to employment. The rights of a Member to recall shall lapse after twelve (12) months from the date of layoff.

18.3-Physical Ability: If a Member is physically unable to perform his/her regular job assignment due to health or other physical reasons, and, at the same time, is

physically able to satisfactorily perform other job assignments within the bargaining unit, the Township will endeavor to assign the Member to another job assignment in line with seniority and ability.

18.4-Posting and Bidding:

18.4.1 - Whenever a vacancy or new position occurs in the bargaining unit, the Township shall post a notice of such openings on the Bulletin Boards. The Notice shall state the job classification and rate range of the job that is open for bidding.

18.4.2 - This Notice shall remain for seven (7) calendar days dating from the date of posting.

18.4.3 - When a job is posted, Members may apply for the opening in the same manner as new employees and will be considered by seniority, qualifications, availability and/or such other criteria as determined by management. A Member who bids and or is transferred to a new position may voluntarily return to the former position within two (2) weeks of transfer, without penalty.

18.5-Reduction in Force: In case of any necessary reduction in force, the Township shall post notice not less than 72 hours in advance.

**ARTICLE 19 - JURY DUTY**

19.1.1 - Any Member serving on jury duty will receive regular earnings but is expected to report for work any time not performing jury duty.

19.1.2 - Members shall forward a copy of their jury duty notice to the Supervisor no less than 72 hours in advance of reporting for jury duty.

19.1.3 - Compensation paid for jury service up to five dollars (\$5.00) per day may be retained by the employee: compensation in excess of five dollars (\$5.00) per day shall be paid over to the Township

**ARTICLE 20 - BEREAVEMENT LEAVE**

20.1 Full time employees shall be entitled to paid bereavement leave of five (5) days in the case of the death of an immediate member of his/her family, spouse's family, or domestic partner's family. An immediate member of the family is defined as spouse, domestic partner, child, parent, brother or sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. It shall also include any person who was a permanent resident in the member's household.

20.2 Part time employees shall be entitled to up to one work week which is based upon their scheduled hours in the case of a death of an immediate member of his/her family, spouse's family, or domestic partner's family. An immediate member of the family is

defined as spouse, domestic partner, child, parent, brother or sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. It shall also include any person who was a permanent resident in the member's household.

20.3 Two days paid bereavement leave shall be granted in the case of the death of an aunt, uncle, niece or nephew.

## **ARTICLE 21 - NON-DISCRIMINATION**

The parties to this Agreement agree not to discriminate against any employee or applicant for employment with the Township, member of the Union or applicant for membership in the Union, because of race, creed, color, sex, age, or national origin, or any other protected characteristic under state or federal law, with respect to any term or condition of employment or Union membership, including employment, upgrading, or promotion, demotion or transfer, recruitment, advertising, layoff or termination; rates of pay or other forms of compensation; job assignment or selection for training, including apprenticeship; and all other conditions of employment, Union activities, or otherwise. Reference in this Agreement to "he", "his" or "him" is for convenience only, and shall be deemed also to refer to "she", "hers" and "her". 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

## **ARTICLE 22 - TIME ATTENDANCE AND PERFORMANCE**

### 22.1-Absence/Notification:

22.1.1 - Scheduled absences such as vacations, jury duty and compensatory time off shall be scheduled in advance with the employee's Supervisor. All requests for time off must be submitted in writing to the Supervisor.

22.1.2 - An employee who has an unscheduled absence (Sick, Personal, Bereavement) must contact his/her Supervisor as soon as possible, and no later than fifteen (15) minutes after his/her scheduled start time, except in cases of emergencies. The employee must take reasonable effort to attempt to make contact with his/her Supervisor if he/she is in. Employee must state reason for their absence.

### 22.2-Extreme Weather Conditions and other Emergencies:

22.2.1 - All employees are expected to report to work as scheduled unless notified that the Township offices will be closed.

22.2.2 - If an employee is unable to report for work on time or at all due to extreme weather conditions, he/she must call in to report his/her tardiness or absence to the Supervisor as soon as possible and in no event later than fifteen (15) minutes after his/her scheduled start time.

22.2.3 - If an employee cannot report to work because of severe weather conditions, the time lost from work will be charged against accumulated compensatory time, vacation time and personal leave, in that order. In the event there is no time accumulated in these categories, the time off from work will be charged as time off without pay.

22.2.4 - In the event of extreme weather conditions or other emergency necessitating the closing of Township administrative offices, Supervisors and employees should call the Municipal Building for instructions.

22.3-Lateness: Punctuality in public service is of the utmost importance. Tardiness shall be recorded on the attendance report/time sheet. Chronic or recurring tardiness shall be reported to the Administrator and appropriate action taken. An employee who is or is going to be late for work must contact his/her Supervisor as soon as possible, and in no event later than fifteen (15) minutes after his/her scheduled start time, except in cases of emergencies. The employee must attempt to contact his/her Supervisor. The employee must state the reason for his/her tardiness. Employees who recognize that they will be late in returning from lunch shall notify the Supervisor immediately and report both the reason for lateness and the expected arrival time.

22.4-Lunch Hour: Each Member is entitled to a one hour lunch period. The lunch period should be used between 12 noon and 2pm unless otherwise approved by the Supervisor or Administrator.

## **ARTICLE 23 - SICK LEAVE**

### 23.1-Allowed Sick Leave:

23.1.1 - An employee will accumulate one (1) sick day with pay for each full month worked. A part time employee's sick day shall be defined as the number of hours they are regularly scheduled to work and they will accumulate one (1) day per month worked in accordance with the part time hours they are regularly scheduled to work. Sick days for either full time or part time employees as defined herein may be accumulated and be carried over from year to year up to a maximum of 60 days. Sick days may only be taken for an employee's own illness or approved family leave.

23.1.2 - An employee who is sick for three (3) or more continuous workdays (excluding weekends) shall provide a physician's statement to the Supervisor upon return to work if requested by their Supervisor or Administrator. Upon recommendation of the Supervisor, the Administrator may require an employee on sick leave to provide a physician's statement

either during sick leave or after returning to work regardless of the number of continuous sick days.

23.1.3 - The Administrator may require an employee who has been on sick leave for more than five (5) continuous work days (excluding weekends) to report to the Township Physician for examination and report to the Township Administrator.

23.2-Non-Job Related Disability: A Member who is disabled for a non-job related injury or illness shall receive disability insurance benefits provided for in Article 15. There shall be no change in the prior practice with respect to disability payments for job-related injury or illness.

23.3-Compensable illness or injury:

A Member who incurs a work-related illness or injury must elect whether to receive paid leave from the Township or worker's compensation benefits. If the Employee elects to receive workers' compensation benefit the Township cannot require the employee to substitute any paid vacation or leave. The Township reserves the right to apply a Members medical leave entitlement against time off related to an injury on the job. The application of time may also be done at the request of the Member.

23.4-Permissible Use of Sick Time: The following are allowable as sick days:

23.4.1 - Absence of a Member from duty because of personal illness or injury if the Member is unable to perform the usual duties of his or her position.

23.4.2- Exposure to contagious disease when the Member is placed under quarantine by a duly constituted health authority.

24.4.3 Members who call out sick the day before or the day after a holiday shall not be paid for that day unless the Member produces a statement from their physician supporting their illness. Unexcused leave shall result in disciplinary action.

23.5-Physician's Statement: Upon recommendation of the Supervisor, the Administrator may require a Member on sick leave to provide a physician's statement either during sick leave or after returning to work. If the request is made after the Member has returned to work or if the Member has not been under the care of a physician, the Member may have the statement prepared by the Township Physician at Township's expense. A Member on sick leave more than five (5) days shall report to the Township Physician for examination and report to the Administrator upon request by the Township Administrator.

## **ARTICLE 24 - PERSONAL LEAVE**

24.1. All full time employees are entitled to three (3) personal days during the calendar year.



24.2, Any personal days not used by the end of the calendar year may not be carried over into the following year.

24.3, New full-time employees hired between January 1 and April 30 of any year will be entitled to three (3) personal days. New employees hired between May 1 and August 31 will be entitled to two (2) personal days. New employees hired between September 1 and December 31 will be entitled to one (1) personal day.

24.4, Part-time employees hired between January 1 and April 30 of any year will be entitled to one and one-half (1½) personal days. New part-time employees hired between May 1 and August 31 will be entitled to one (1) personal day. New part-time employees hired between September 1 and December 31 will be entitled to one-half (1/2) personal day.

## **ARTICLE 25 - LEAVE OF ABSENCE**

25.1-Request: A leave of absence without pay may be requested by a Member who shall submit all facts bearing on the request in writing to the Supervisor. The Supervisor will make recommendations in writing to the Administrator, who shall grant or reject the requested leave of absence.

25.2-Military Leave: The Township will comply with the statutory requirements of the USERRA or FMLA rules and regulations for military personnel.

## **ARTICLE 26 - MISCELLANEOUS**

26.1-Primary Job: It is understood that Members will consider their positions with the Township as their primary jobs. Any outside employment must not interfere with a Member's efficiency or constitute any conflict of interest.

26.2-Work Improvement: Members are urged to seek ways and means of effective work improvement and to make suggestions to their Supervisors for doing a better and more efficient job.

26.3-Gifts: Members shall not accept gifts of value in appreciation when carrying out performance of their duties.

26.4-Situations Not Covered: Conditions or situations not required by law to be collectively bargained and not specifically covered by this Agreement shall be referred to the Administrator for recommendation to and decision by the Township Committee.

26.5-General Time Off: The Administrator, with the approval of the Mayor, may declare general time off for members under unusual or extreme circumstances that would affect the well-being of Members. Such time off is with pay and is applicable to those Members working at the time the decision is made.

26.6-Absence Without notice or Justifiable Cause:

- 26.1.1 - A Member absent for any more than three consecutive days without notice to the Supervisor or the Administrator may be considered to have resigned without notice and no longer in the employ of the Township.
- 26.1.2 - A member absent for more than three consecutive days without justifiable cause may be considered to have resigned and no longer in the employ of the Township
- 26.1.4- Records of leave. Records of the accrual and use of sick, vacation and personal leave shall be updated and made available to each Member.
- 26.1.5, Driver Licenses. The Township requires and the Union recognizes, that some positions within the union require the Member to maintain a valid driver's license as a condition of employment. The Member shall maintain all driver licenses, as required by the Member's position, in good standing at all times during employment with the Township. Any Member who has the required licenses revoked or suspended must immediately notify, in writing, the Administrator.

## **ARTICLE 27 - RESIGNATION, SUSPENSION OR DISMISSAL**

27.1-Resignation: Any Member who wishes to resign, or retire, shall submit to his Supervisor written notice of resignation at least two weeks prior to the effective date of resignation. Any Member giving required notice shall be paid for accrued unused vacation days. Any Member failing to give such notice shall forfeit accrued benefits.

27.2-Suspension: The Supervisor or Administrator may suspend a Member for cause without pay for a period up to five (5) days.

27.3-Dismissal: A Member may be discharged or suspended from the service of the Township by the Township Administrator in accordance with applicable disability laws. The causes sufficient for removal or suspension from the service shall include, but are not limited to, the following:

- neglect of duty;
- absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked;
- incompetence, inefficiency, or incapacity due to mental or physical disability;
- insubordination or serious breach of discipline;
- intoxication while on duty;
- conviction of a criminal act;
- conduct unbecoming a public employee; dishonesty; or excessive absenteeism or tardiness.

27.4-Procedure:

27.4.1. If any Member is suspended or charged with an offense which may lead to

dismissal, a written report stating factual findings and recommended disposition shall be prepared by the Supervisor or Administrator. A copy of the report shall be provided to the Member and to the Union.

27.4.2. If the Member is dissatisfied with the factual findings or disposition, the Member may request non-binding mediation. The request shall be presented in writing to the Administrator. The Administrator will request the Public Employment Relations Commission to appoint a mediator in accordance with the rules of that Commission. The mediator shall investigate the facts and prepare a written report with recommended findings and disposition. The cost of the mediator shall be paid equally by the Union and the Township. The mediator's report shall be referred to the Administrator for possible change in the resolution of the matter.

27.4.3. Failing a solution after mediation, or if no mediation is requested, any affected party may, within ten (10) days, make a written request that the Township Committee hear and decide the matter at a hearing at which all affected parties shall be heard. The Township Committee shall conduct the hearing and shall render a written decision, which shall be given to all affected parties within thirty (30) days of receipt of the appeal.

## **ARTICLE 28 - MEANING AND INTERPRETATION OF THIS AGREEMENT**

28.1-Interpretation: This Agreement shall be interpreted under the law of the State of New Jersey and the rules and regulations of the New Jersey Public Employment Relations Commission.

28.2-Township Authority: Nothing contained in this Agreement shall alter the authority conferred by statute, administrative regulation, ordinance or resolution upon the Township or any Township official, or in any way abridge or reduce their authority.

28.3-Other Applicable Laws: Nothing contained in this Agreement shall be construed to deny or restrict the rights which any Member may have under any other applicable laws and regulations.

28.4-Invalidity: If any provision of this Agreement or the application of this Agreement to any employee or group of employees is held to be contrary to law, the validity and application of the remaining provisions or to the remaining employees shall not in any way be affected or impaired.

28.5-Headings: The various paragraphs headings in this Agreement are for convenience only and do not form a part of the Agreement.

## **ARTICLE 29 – DURATION**

29.1-Effective Dates: This Agreement shall be effective as of January 1, 2013 and shall remain in force and effect to and including December 31, 2015 and shall continue in force and effect from year to year thereafter, unless either party hereto desires to change or modify any of the terms or provisions of this Agreement.

29.2-Change or Modification: The Party desiring the change or modification must notify the other Party to this Agreement in writing. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Township and the Union shall

commence not later than thirty (30) days after the receipt of such notice.

WITNESS:

Sharon L. Brienza  
Sharon L. Brienza, Township Clerk

Township of Branchburg

By: John Sanford  
John Sanford, Mayor

WITNESS:

Nancy J. Richards  
Carol A. Jued

Branchburg Township White Collar  
Union Local 469

By: Nancy J. Richards  
Teamsters Local 469

## Appendix A

| NAME               | POSITION                                      | 2013 SALARY   |     |
|--------------------|---|---------------|-----|
| BOYLE, WILLIAM     | Fire Sub Code (PT)                            | \$ 41.19      | hr. |
| BROOKS, DEBBIE     | Planning Board Secretary                      | \$ 49,960.00  |     |
| CREED, CORAL       | Deputy Tax Collector                          | \$ 48,712.57  |     |
| DANNER, DOREEN     | Public Works Secretary                        | \$ 48,200.53  |     |
| VACANT             | Deputy Court Administrator                    | \$ vacant     |     |
| FERRIS, MARYBETH   | Program Coordinator                           | \$ 47,495.30  |     |
| GORRIE, JEANNIE    | Police Secretary                              | \$ 19.77      | hr. |
| HARTZOG, LOUISE    | Tax Assessment Inspector                      | \$ 46,610.96  |     |
| HENRY, AUDREY      | Recreation Secretary                          | \$ 41,722.12  |     |
| HITCHCOCK, JOHN    | Systems Administrator                         | \$ 102,317.10 |     |
| KRUPSKI, MICHAEL   | Sub Code Official (PT)                        | \$ 36.41      | hr. |
| LEACH, THOMAS      | Zoning Officer/Municipal Land Use Officer     | \$ 60,480.53  |     |
| MYERS, DAVID       | Electrical Inspector (PT)                     | \$ 36.36      | hr. |
| PANELLA, GENE      | Senior Construction Inspector                 | \$ 46,133.42  |     |
| PETERSEN, KATHLEEN | Assistant Director of Finance                 | \$ 48,096.65  |     |
| RESETAR, THERESA   | Tax Assessor Secretary                        | \$ 43,768.59  |     |
| REYES, JUAN        | CADD Operator/Sr. Construction Inspector      | \$ 51,772.38  |     |
| RICCI, LILLIAN     | Fire Official Secretary                       | \$ 20.81      | hr. |
| RICHARDS, NANCY    | Payroll Clerk                                 | \$ 51,300.04  |     |
| SCIALFA, CARL      | Sanitarian/Registered Environmental Inspector | \$ 46,610.96  |     |
| SRAMEK, RICHARD    | Municipal Land Surveyor                       | \$ 87,471.63  |     |
| STROHL, DIANE      | Construction Secretary/TACO                   | \$ 45,777.60  |     |
| TANNER, CARLENE    | Police Secretary                              | \$ 18.73      | hr. |
| VACANT             | Junior Engineering Inspector                  | vacant        |     |
| VARGAS, LISA       | Engineering Secretary                         | \$ 42,376.53  |     |
| WHITAKER, LAURA    | Assistant Tax Assessor                        | \$ 30.84      | hr. |
| WINSMANN, WAYNE    | Fire Inspector Part-time                      | \$ 20.81      | hr. |

