



**AGREEMENT BETWEEN TOWNSHIP OF SCOTCH PLAINS AND
THE SCOTCH PLAINS PUBLIC WORKS AND RECREATION ASSOCIATION**

This Agreement made this 27th day of February, 1996 between the Township of Scotch Plains (Employer) and the Scotch Plains Public Works and Recreation Association (SPPWRA) is for the purpose of covering wages, hours of work, fringe benefits and finance procedures.

RECOGNITION

The Township hereby recognizes the SPPWRA as the exclusive majority representative for the members of the Public Property and Recreation maintenance staff of the Township of Scotch Plains, with the exception of the Directors, Supervisors, Assistant Supervisors, Senior Greenskeeper and office personnel. All other employees of the Department of Public Property and the Recreation maintenance staff are deemed to be members of the SPPWRA and, therefore, parties to this agreement.

It is agreed between the Employer and the SPPWRA that:

1. The three (3) year agreement (January 1, 1996 through December 31, 1998) compensating all full-time employees of the Township represented by the SPPWRA and employed by the Department of Public Property or the Recreation Commission is acceptable to both parties. The wage portion of the contract begins January 1, 1996 and ends December 31, 1998, and represents the complete and final understanding on all bargainable issues between the Township and the SPPWRA as they have been negotiated in this agreement.

2. A 4% wage increase will be implemented effective January 1 of 1996. This 4% increase effective January 1 will be implemented as follows: Using 1995 hourly wage rates the 4% increase will be added for 1996. An additional 3% will be implemented for 1997 over the 1996 hourly wage rate effective January 1, 1997. An

additional 1% will be implemented effective April 1, 1997. An additional 3% will be implemented for 1998 over the 1997 hourly wage rate effective January 1, 1998. An additional 1% will be implemented effective July 1, 1998. See Appendix A for wage rates for existing employees for this contract. See Appendix B for wage rates for all employees hired after January 1, 1996. Wage rates are totally restructured for personnel hired after January 1, 1996.

3. Employees represented by the SPPWRA, in addition, will receive a supplemental uniform allowance of \$275 per annum. This allowance will be paid in the first week of December of each year. Payments will be pro-rated based upon the months worked for employees that retire or terminate with the Township during the specific year of separation from service.

4. GRIEVANCE PROCEDURE.

Section 1. Any dispute involving the interpretation or application of any of the provisions of this agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor, either directly or through SPPWRA's designated representative for the purpose of resolving the matter informally. Should the grievance be against the immediate supervisor, the employee may request a joint meeting with the said supervisor and the next in command present. Any decision reached should be confirmed via written documentation.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a grievance in writing with the Director of Public Property, or in the case of employees of the Recreation Commission, with the Director of Parks and Recreation, or her designated representative. Those parties present at Step 1 may be present at Step 2. The Director

of Public Property or the Director of Parks and Recreation will render a decision within ten (10) working days. If the Director of Public Property or Parks and Recreation was involved in the Step 1 grievance, and the aggrieved party wishes to take the grievance further, he shall bypass Step 2 and proceed to Step 3.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, he may submit the matter for review by the Township Manager within five (5) working days after receiving the decision in Step 2. The Township Manager shall render a decision from the record before him in writing within ten (10) working days.

Section 2. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

Section 3. Any grievance not presented under the grievance procedures described herein within seven (7) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this agreement unless reasons satisfactory to the Township are given in explanation of failure to present the grievance within such time.

5. The fringe benefits enjoyed in this agreement are the following:

a. Paid vacation, as defined in the Salary Ordinance.

b. 15 days sick leave per annum. Unused sick days in any year will be accumulated as per Salary Ordinance.

c. Longevity allowance, as per the following schedule:

Following completion of 5 years of service to completion of 10 years of service, 2%.

Following completion of 10 years of service to completion of 15 years of service, 4%.

Following completion of 15 years of service to completion of 20 years of service, 6%.

Following completion of 20 years of service, 8% computed to the first of the month nearest employment anniversary date.

Employees hired after January 1, 1996 will not be eligible for longevity payments described in this section.

d. Contributory life insurance through State plan.

e. All employees hired prior to January 1, 1991 will continue to receive health insurance (Blue Cross/Blue Shield and Major Medical at existing levels) at no cost to the employee, as long as the employee is employed by the Township of Scotch Plains. The current medical plan is the 14/20 plan under State Health Benefits rules and regulations. Any employee hired after January 1, 1991 will reimburse the Township for 25% of health insurance costs annually (Blue Cross/Blue Shield and Major Medical). This reimbursement will be made by way of bi-weekly payroll deduction. The Township is considering possible health insurance plan alternatives that are under study which if implemented by the Township, must provide equivalent coverage.

f. Contributory pension through State plan.

g. Pay for time spent on jury duty.

h. Pay for time spent on military maneuvers authorized by official orders of Reserve or National Guard unit.

i. In the event of the death of an employee's spouse, parents, children, sister, brother, father-in-law or mother-in-law, that employee shall be granted up to three (3) days leave of absence with no loss of regular pay between the date of death and the day after the funeral. Employees may be entitled to two (2) days leave with no loss of regular pay if a relative living under that same roof is deceased. Sufficient proof must be submitted to the Director in these cases.

j. The holidays that have been established for the length of the contract period are:

New Years Day	January 1, 1996	January 1, 1997
Martin Luther King Day	January 15, 1996	January 20, 1997
Lincoln's Birthday	February 12, 1996	February 12, 1997
Washington's Birthday	February 19, 1996	February 17, 1997
Good Friday	April 5, 1996	March 28, 1997
Memorial Day	May 27, 1996	May 26, 1997
Independence Day	July 4, 1996	July 4, 1997
Labor Day	September 2, 1996	September 1, 1997
Columbus Day	October 14, 1996	October 13, 1997
Election Day	November 5, 1996	November 4, 1997
Veterans' Day	November 11, 1996	November 11, 1997
Thanksgiving Day	November 28, 1996	November 27, 1997
1/2 Day, Day before Christmas	December 24, 1996	December 24, 1997
Christmas Day	December 25, 1996	December 25, 1997
1/2 Day, Day before New Years Day	December 31, 1996	December 31, 1997

New Years Day	January 1, 1998
Martin Luther King Day	January 19, 1998
Lincoln's Birthday	February 12, 1998
Washington's Birthday	February 16, 1998
Good Friday	April 10, 1998
Memorial Day	May 25, 1998
Independence Day	July 3, 1998
Labor Day	September 7, 1998
Columbus Day	October 12, 1998
Election Day	November 3, 1998
Veterans' Day	November 11, 1998
Thanksgiving Day	November 26, 1998
1/2 Day, Day before Christmas	December 24, 1998
Christmas Day	December 25, 1998
1/2 Day, Day before New Years Day	December 31, 1998

k. The work week for SPPWRA employees is defined as 40 hours, Monday through Friday. The work day is defined as from 7:00 a.m. to 3:30 p.m. with 1/2 hour off for lunch.

l. Overtime: Time and a half will be paid for all hours worked over 8 hours in a day and Saturdays. Double time will be paid on Sundays and Holidays. Double time for a Holiday is in addition to the Holiday pay received. Emergency call out

will require a guaranteed minimum of two hours.

m. Uniform Allowance: The Township will continue to provide and maintain all year-round uniforms. Employees on the job must be in appropriate uniforms at all times. Employees must be easily identified as a Township employee from exterior clothing.

n. At the time of separation from service, an employee who has served a minimum of five consecutive years with the Township of Scotch Plains shall be entitled to partial compensation for unused sick leave accumulated during Township employment in accordance with the following schedule: One-third (1/3) day for each day of sick leave accumulated. No terminal leave payment shall be made to Township employees.

o. Employees who are terminating service by reason of having reached retirement age or by resignation, and have had ten years or more of total service with the Township, and who are on the Township's payroll during the month of January of the retirement or resignation year, shall receive at the time of retirement or resignation full annual vacation and sick leave entitlement that remain unused for that calendar year without regard to the actual date of termination.

p. A prescription plan will be maintained by the employer. Effective April 1, 1996 the cost to the employee will be \$10 for each prescription and/or renewal. All employees hired prior to January 1, 1991 will continue to receive this benefit with \$10 co-pay. Any employee hired after January 1, 1991 will no longer be eligible for any of the benefits relating to the prescription plan. A \$3 co-pay provision will be in effect for generic drugs. Employees are completely authorized to utilize generic drugs when available.

q. SPPWRA members are entitled to one (1) personal leave day per year. Approval from the Director of Public Property, or the Director of Parks and Recreation, or their authorized agent is required, and 48 hours notice should be given to

the employer prior to the date requested unless emergency circumstances arise. Each employee will receive an additional day off with pay annually for official business purposes with 72 hours notice required to the respective department head.

r. Employees of the bargaining unit that incur on-the-job injuries as certified by the Township physician, or other approved physicians, will not be charged any sick time loss for any injury which requires the employee to remain out of work for less than the seven day (5 working + 2 weekend) waiting period necessary to file a worker's compensation claim. A total of twenty-five (25) working days are allocated per employee for the purpose of covering the five (5) day waiting period for job related injuries for each given year beginning January 1st through December 31st. These days are an aggregate number of days; maximum number of working days being five (5) per injury.

Any employee who incurs an injury on the job which results in absence from work for more than seven consecutive calendar days must file a worker's compensation claim. The employee must choose to continue on the Township payroll if he is going to be out for longer than seven days, or he must choose to withdraw from the Township payroll. If the employee chooses to remain on the Township payroll, checks will be issued by the Township to the employee using sick days first and then vacation days (5a and 5b in the contract) as the applied credit for receiving regular bi-weekly pay until the employee's allotment of these days expires. Worker's compensation checks will then be reimbursed to the Township and vacation days will be replenished first followed by sick days to the employee based upon the amount of money that is paid by the insurance company for the job incurred injury. At no time is an employee to receive more than their normal daily pay if out on worker's compensation. Once the employee has used up all of their sick and vacation time the employee will be removed from the Township payroll. Worker's compensation checks will then be paid directly to the employee. In this situation the Township will continue to pay all of the employee benefits while he is out on worker's compensation leave. If the employee

chooses to come off the Township payroll prior to using up all his accrued sick and vacation time, worker's compensation checks will be paid directly to the employee. Effective first of the month following the employee's voluntary withdrawal from the payroll, the employee will be required to reimburse the Township for the cost of his health and dental benefits for the remainder of his worker's compensation leave. If a doctor's note certifies that the employee will return to work between 8 to 10 consecutive calendar days following the date of the injury, the Township will extend the injury days allotted for the injury to a maximum of 8 working days.

The Township physician and the Township are the only parties that can make the final determination about the extent of the injuries incurred on the job and any time that might be needed for recovery.

s. Employees are entitled to a ten (10) minute coffee break in the morning and a ten (10) minute coffee break in the afternoon to be taken at the place of work that day.

t. Employees are entitled to a fifteen (15) minute wash-up time prior to lunch at noon and at the end of the regular work day.

u. All employees of the SPPWRA are entitled to a dental plan equivalent to the plan received by the PBA in binding interest arbitration in 1986. There will be no employee contribution, and dependents will be covered. The plan will be equivalent to New Jersey Dental Service Plan III-A excluding orthodontic coverage. The Employer will have the right to continue to choose any carrier that provides such equivalent coverage.

v. Each employee retiring after a minimum of twenty (20) years of service to the Township shall receive Three Hundred Dollars (\$300) annually for a maximum of five years for health insurance payment. This payment shall be made on or before January 1 of each year.

w. Any items that are not specifically included in this agreement

shall be governed by the personnel policy of the Township if applicable.

x. This agreement shall continue in effect after December 31, 1998, upon agreement of both parties.

SCOTCH PLAINS PUBLIC WORKS AND RECREATION ASSOCIATION

Natale Buro 3/15/96
Natale Buro Date

Gordon Ross 3-15-96
Gordon Ross Date

Christopher Monahan 3/15/96
Christopher Monahan Date

TOWNSHIP OF SCOTCH PLAINS

Alan M. Augustine
Alan M. Augustine, Mayor

March 12, 1996
Date

Barbara Riepe
Barbara Riepe, Township Clerk

March 12, 1996
Date

APPENDIX A

HOURLY WAGE RATES FOR EXISTING SPPWRA EMPLOYEES
NOT INCLUDING LONGEVITY

<u>Job Title</u>	<u>1996 Hourly Rate at 4% Eff. 1/1/96</u>	<u>1997 Hourly Rate at 3% Eff. 1/1/97</u>	<u>1997 Hourly Rate at 1% Eff. 4/1/97</u>	<u>1998 Hourly Rate at 3% Eff. 1/1/98</u>	<u>1998 Hou Rate at Eff. 7/1</u>
Mechanic - Diesel	19.87	20.47	20.67	21.29	21.50
Equipment Operator	18.97	19.54	19.74	20.33	20.53
Public Works Repairer	18.11	18.65	18.84	19.41	19.60
Public Works Repairer (Motor Broom Operator)	18.61	19.17	19.36	19.94	20.14
Sr. Pumping Station Operator	19.75	20.34	20.54	21.16	21.37
Laborer	14.50	14.94	15.09	15.54	15.70
DPW Trainee or Rec. Maintenance Trainee	17.35	17.87	18.05	18.60	18.79
Sr. Rec. Maintenance Worker	18.46	19.01	19.20	19.78	19.98
Asst. Greenskeeper/ Maintenance Worker	17.54	18.07	18.25	18.80	18.99
Maintenance Worker	17.54	18.07	18.25	18.80	18.99
Maintenance Repairer	17.54	18.07	18.25	18.80	18.99
Equipment Operator (Pumping Station Oper.)	18.97	19.54	19.74	20.33	20.53
Sr. DPW Repairer	18.46	19.01	19.20	19.78	19.98

The Director may at his/her discretion engage starting Laborers at either \$.50 or \$.25 less than the maximum rate depending upon past experience. If an employee is hired at \$.50 less than the top rate, and the Director recommends that an increase of \$.25 be given, which is discretionary, this increase could take effect after three months. If an employee is hired at \$.25 less than the maximum rate, the Director can recommend in six months or less depending upon performance that this individual be increased to the top rate of pay that is authorized.

APPENDIX B

HOURLY WAGE RATES FOR SPPWRA EMPLOYEES HIRED AFTER 1/1/96

<u>Job Title</u>	<u>1996 Hourly Rate Eff. 1/1/96</u>	<u>1997 Hourly Rate at 3% Eff. 1/1/97</u>	<u>1997 Hourly Rate at 1% Eff. 4/1/97</u>	<u>1998 Hourly Rate at 3% Eff. 1/1/98</u>	<u>1998 Hourly Rate at 1% Eff. 7/1/98</u>
Mechanic - Diesel	17.00	17.51	17.69	18.22	18.40
Equipment Operator	16.50	17.00	17.17	17.69	17.87
Public Works Repairer (Motor Broom Operator)	16.50	17.00	17.17	17.69	17.87
Sr. Pumping Station Operator	18.00	18.54	18.73	19.29	19.48
Laborer	10.00	10.30	10.40	10.71	10.82
DPW Trainee or Rec. Maintenance Trainee	12.50	12.88	13.00	13.39	13.52
Sr. Rec. Maintenance Worker	14.50	14.94	15.09	15.54	15.70
Asst. Greenskeeper/ Maintenance Worker	13.50	13.91	14.05	14.48	14.63
Maintenance Worker	13.50	13.91	14.05	14.48	14.63
Maintenance Repairer	14.50	14.94	15.09	15.54	15.70
Equipment Operator (Pumping Station Oper.)	16.50	17.00	17.17	17.69	17.87
Sr. DPW Repairer	16.50	17.00	17.17	17.69	17.87
Public Works Repairer	15.00	15.45	15.60	16.07	16.23

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