

AGREEMENT
BETWEEN
TOWNSHIP OF UNION
AND
UNION COUNCIL NO. 8
NEW JERSEY CIVIL SERVICE ASSOCIATION

JANUARY 1, 2000 THROUGH DECEMBER 31, 2003

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THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the "TOWNSHIP OF UNION IN THE COUNTY OF UNION," hereinafter referred to as the "Employer;" and "UNION COUNCIL NO. 8, NEW JERSEY CIVIL SERVICE ASSOCIATION," hereinafter referred to as the "Association," is designed to promote a harmonious relationship between the Township and the Association and such of the Township's employees as are represented by the Association.

ARTICLE I
RECOGNITION

1. The employer hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Township of Union employees, including all blue-collar and white-collar employees, including Police and Fire Departments' civilian employees, but excluding therefrom employees represented by Union Council No. 8, Supervisors Unit; managerial executives, professional employees, school crossing guards, confidential employees, supervisors within the meaning of the Act and employees of the Free Public Library of the Township of Union and of the Police and Fire Departments thereof.
2. Unless otherwise indicated, the terms "employee" or "employees," when used in this Agreement, refer to all persons represented by Union Council No. 8, New Jersey Civil Service Association.

ARTICLE II
PAYROLL DEDUCTION OR ASSOCIATION DUES

Section 1

The Township agrees to deduct from the salaries of employees, dues for the Association when authorized in writing to do so by each employee.

An authorization for deduction of Association membership dues shall be terminated automatically when an employee is removed from the payroll of the Township. Where an employee takes a leave of absence without pay for one month or more during any payroll period, there shall be no obligation on the part of the Township to collect funds from his salary during such absence. Upon his return to employment at the termination of his leave, the Township shall continue to deduct dues from his salary in accordance with the payroll deduction program agreed upon by the parties.

Section 2

The amount of monthly Association membership dues will be certified by the President of the Association in writing to the Township, and the amount so certified will be uniform for all members of the Association.

Section 3

The form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Association on January 1 and July 1 of each year provided, however, that said employee gives notice of withdrawal to the Township thirty (30) days in advance of his desire to withdraw.

Section 4

- (a) Effective thirty (30) days after the date of this Agreement, if an employee does not become a member of the Association, the Association shall furnish the name of such person to the Township requesting that the employee, through payroll deduction, pay a representation fee in lieu of dues for services rendered by the Association.
- (b) The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to, or benefit only its members, but in no event shall such fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

- (c) Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative; under proceedings established and maintained by the Association, which shall be in accordance with appropriate statutory provisions and court decisions, a return of any part of that fee paid by him or her which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro rata share, subject to refund, shall not reflect, however, the cost of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employee represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the public employer.
- (d) Any person who becomes an employee after January 1, 1986, shall only be charged one-twelfth (1/12) of the representation fee for the balance of the year of his or her first year of employment.
- (e) The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- (f) Effective within thirty (30) days of the date of this Agreement, the Association will notify the Township, in writing, of the current annual dues and/or the amount of the representation fee and will from time to time thereafter give to the Township at least a sixty (60) day notice, in advance, of any changes in the annual membership or representation fee schedule so that the same can be accommodated by the Township within a sufficient time after it receives the notice.
- (g) The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability, that

shall arise out of or by reason of the action taken or not taken by the Township in reliance upon the representation fee information furnished by the Association or its representatives.

ARTICLE III
ASSOCIATION BUSINESS

The Association shall advise the Employer in writing of the name(s) of its representatives at least forty-eight (48) hours, if possible, prior to commencement of negotiations for a modification or renewal of this agreement.

The Association shall neither solicit members nor conduct any business on Employer's property during Employer-assigned working schedules of either the representatives of the Association or the employee involved, except for the following:

1. Collective negotiating.
2. Time spent conferring with management or employees on specific grievances as specified in the Grievance Procedure, provided that there shall be no unreasonable interference with work assignments, and, in the event of a conflict, the work assignments shall have priority.

When an authorized representative is excused from his or her assigned duties, he or she shall:

1. Arrange with his or her supervisor to leave his or her work.
2. Notify the supervisor of an Employer facility visited upon arrival.
3. Notify his or her supervisor upon return to the job.
4. Record his or her name out and time in with his or her supervisor upon leaving and returning to his or her job.

The designated representative of the Association shall consist of not more than five (5) persons, representing one (1) from the Municipal Building, one (1) from the Department of Public Works, one (1) from the Municipal Court, one (1) from the Civilian employees of the Police Department and the local President or his or her designee.

The designated representatives of the Association, as herein defined, are authorized to meet during working hours prior to each negotiating session for a period not to exceed one hour and not to exceed four (4) such meetings between each scheduled negotiating session.

ARTICLE IV NO STRIKES OR LOCKOUTS

Section 1

There shall be no lockouts, strikes or work stoppages of any kind during the life of this Agreement. No officer or representative of the Association shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The employer shall have the right to take disciplinary action against any employee participating in a violation of the provisions of this Article.

Section 2

In the event that the Association's members participate in such activities, in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE V CONVENTION LEAVE

Any employee who is a duly authorized representative of any of the organizations listed in N.J.S.A. 38:23-2 and any further amendments thereto shall be

granted leave of absence with pay for the aggregate period, not to exceed five (5) days in any calendar year, for the purpose of traveling to and from and attending any State or National Convention of the organizations listed in the aforementioned statute.

ARTICLE VI
DISABILITY

Any employee who is disabled because of an occupational injury or disease may elect to either use accrued sick leave or, in lieu thereof, receive payment through a worker's compensation award.

Any amount of salary or wages payable through use of sick leave shall be reduced by the amount of any worker's compensation award.

ARTICLE VII
DISCIPLINE AND DISCHARGE

Discipline and discharge of employees shall be as provided under State of New Jersey, Department of Personnel statutes, rules and regulations as applicable.

ARTICLE VIII
DISCRIMINATION OR COERCION

Neither the Township nor Council 8 shall intimidate, coerce or discriminate against any employee because of Council 8 membership or non-membership, or Council 8, activity or non-activity.

The Employer and the Association hereby agree to continue their practice of not discriminating against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status or political affiliation, or

liability for service in the Armed Forces of the United States, in compliance with all applicable Federal and State statutes, rules and regulations.

ARTICLE IX
FUNERAL LEAVE

A regular, full-time employee who is excused from work because of death in his/her immediate family, as defined below, shall be granted three (3) days leave with pay. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law, mother-in-law, as well as grandmother or grandfather, grandchildren of employee or spouse. This provision also applies for any relative who resides with the employee.

One (1) working day shall be allowed in the event of the death of an uncle, aunt, brother-in-law or sister-in-law.

Leave with pay as provided for in this section is intended to be used for the purpose of handling necessary arrangements and attending the funeral of the deceased member of the immediate family and shall not be accumulated. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

ARTICLE X
GRIEVANCE PROCEDURE

A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement with respect to wages, hours of work or other conditions of employment, which are not appealable to the Department of Personnel.

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances, and to that end the following procedures shall be followed:

STEP 1

An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the Association's designated representative, for the purpose of resolving the matter informally. A grievance must be presented under the grievance procedure described herein within five (5) working days of the occurrence or knowledge thereof of the condition giving rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement, unless reason satisfactory to the Administrator is given in explanation of the failure to present the grievance within such time.

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 two (2) working days after presentation of that grievance at Step 1, he/she may file a grievance in writing. The grievance shall be heard between the Department Head or his designated representative, the aggrieved party and the Association's designated representative. The Department Head will render a final decision in writing. In those departments or agencies where the Department Head functions as the immediate supervisor, the grievance shall be presented at the Step 2 level.

STEP 3

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 2, he may file the grievance and all supporting papers with the Municipal Administrator for his review, whose decision shall be final. All grievances are to be processed during the normal working day.

STEP 4

If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 3, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 3, within thirty (30) days after he or she receives an unsatisfactory written decision from the Municipal Administrator at Step 3 and/or within thirty (30) days from the date of the submission of the Step 3 grievance, he or she may request final and binding arbitration of the grievance. This request may be brought by the aggrieved party by mailing a written request for arbitration to the New Jersey Public Employment Relations Commission. The determination of the arbitrator shall be final and binding upon all parties. The expenses of the arbitrator shall be borne equally by the employer and by the Association.

- A. The arbitrator shall be bound by the provisions of this Agreement and the constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him or her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement, or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- B. The parties agree that only one grievance shall be placed before one arbitrator at any time. An arbitrator will be permitted to hear multiple grievances only upon mutual agreement of the parties.
- C. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE XI

HEALTH MEDICAL AND INSURANCE BENEFITS

- A. The Township shall provide the following group Health Insurance coverage for all full-time Municipal Employees and eligible dependents as follows:
1. Basic medical with coverage at least equal to that which has heretofore been in effect, subject to paragraph K.
 2. Major medical with coverage at least equal to that, which has heretofore been in effect, subject to paragraph K.
 3. Dental with coverage at least equal to that which has heretofore been in effect.
 4. Prescription with coverage at least equal to that which has heretofore been in effect, subject to a ten dollar (\$10.00) co-pay non-generic drugs; a five dollar (\$5.00) co-pay on generic drugs; no co-pay on mail order drugs.
- B. Council #8 agrees to appoint one (1) member to a Group Health Insurance Review Committee comprised of one (1) representative of each of the Township's Collective Bargaining Units and the Township Administrator or his designee. The purpose of the review committee shall be to review and recommend to the Township Committee appropriate modifications to group health coverage to either enhance benefit levels, reduce costs or both. Voting members of the review committee shall be the representatives of the PBA, SOA, FMBA, FOA, Council #8 and the Township Administrator or his designee. Recommendations of the Group Health Insurance Committee shall be by majority vote of the voting members present at a properly constituted meeting, which shall then be binding on Council #8, upon acceptance by the Township. The Township agrees that any modification to the group's basic and major medical coverage to a comprehensive plan, recommended by the review committee, shall be subject to a maximum of \$100 annual deductible per member

or \$300.00 per member's family with a maximum 20% co-payment subject to an annual stop loss of \$500.00 per member or \$1,500.00 per member's family.

In addition, the health benefits program shall be modified to include mandatory second surgical opinion and pre-admission certification/continued stay review.

The Township agrees that any modification to the group's dental or prescription plan coverage, deductibles or co-payment levels shall be upon recommendation of the review committee and subject to the acceptance of the Township.

The Township agrees that it will pay the premium to the employee for medical insurance for all personnel remaining on the employment rolls of the Township after the age of sixty-five (65) years of age, providing they are full-time employees of the Township.

The Township further agrees to pay the premium for the continuance of the existing health insurance or prescription benefits for all municipal employees, including recognized dependents (other than employees of the Police and Fire Departments who are otherwise covered by contract), retiring after twenty (20) consecutive years of employment by the Township, provided said employee continues in said employment until reaching the age of fifty (50) years. Such coverage shall not be afforded to any employee otherwise covered by any other health insurance or prescription plan and each such employee retiring shall annually certify to the Treasurer of the Township of Union that as of the date of said certification said employee is not covered by any other health insurance or prescription plans.

The Township shall continue to provide accidental death or dismemberment insurance coverage with a face value of \$10,000.00 for employees.

In consideration for receiving this offer, Union Council No. 8 hereby waives and releases the Township from its obligation to receive a recommendation from the "Review Committee" required by this Article. Union Council No. 8 specifically agrees to the health insurance deductibles set forth above.

ARTICLE XII
HOLIDAYS

The following official holidays with pay shall be observed by the Township unless an alternate day or an additional holiday is authorized by the Governing Body or the Municipal Administrator:

1. New Year's Day
2. Martin Luther King's Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

SEE SCHEDULE "A" AS TO CIVILIAN PERSONNEL OF THE POLICE DEPARTMENT.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

In the event that one of the official holidays hereinabove enumerated occurs during an employee's vacation or while an employee is on sick leave no charge therefore will be made against the accrued balance of the employee's account.

The Friday after Thanksgiving shall be considered as a paid holiday provided that the employee worked on the Wednesday prior to Thanksgiving and reports for work on the Monday following Thanksgiving.

ARTICLE XIII

JURY DUTY

- A. An employee who is required to serve on jury duty shall be paid his or her regular rate of pay for that time spent on jury duty during the employee's normal hours of work.
- B. An employee shall be required to submit proper evidence of jury service, including the amount of time spent on jury duty and the amount of jury pay received to be eligible for payment under this Article.
- C. An employee serving on Union County jury duty who is released from such duty before 12 o'clock noon on a workday shall report to work. Failure to report may result in discipline, including, but not necessarily limited to, loss of benefits under this Article.

ARTICLE XIV

LEAVE RECORDS

All absences and late arrivals to work will be made a matter of record.

ARTICLE XV
MANAGEMENT RESPONSIBILITY

A. The Township hereby retains and reserves unto itself, except as limited by this Agreement, 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 properties and facilities and the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.

ARTICLE XVI
MATERNITY LEAVE

Any pregnant employee who requests a maternity leave of absence shall be required to apply to the Municipal Administrator, in writing, for such leave. The request shall be made as soon as the employee has received medical proof that she is pregnant and the request shall contain the date when the employee desires the maternity leave to commence and a return date which shall not exceed ninety (90) days from the date of the delivery of the child, provided, however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond ninety (90) days. The request for

the leave shall be accompanied by a written medical statement that the date of the requested commencement of the leave of absence will not be harmful to the health or well-being of the employee. In the event that a doctor, designated by the Employer, advises the Employer that the employee is incapable of continuing her duties, the Employer may then demand commencement of the leave at a time earlier than requested; provided, however, that no such extension or extensions as hereinafter set forth may be granted for a period in excess of thirty (30) days at any one time. No such employee on maternity leave shall receive any pay during the period of such leave, nor shall such leave be chargeable to sick leave.

The Employer shall consider the employee's requested date of return, however, the Employer's determination shall be final and binding upon the employee. No employee shall be required to return in less than sixty (60) days from the date of delivery of the child, nor may a maternity leave exceed ninety (90) days in duration, unless extended as hereinabove provided for. Maternity leaves must be approved in writing by the Employer designating the term thereof and the date of return to employment.

ARTICLE XVII

MEDICAL CERTIFICATE

- A. In all cases of reported illness or disability, the Township shall have the right to require a doctor's certification of illness or to have a physician designated by the Township examine and report on the condition of the patient-employee. Failure of the employee to submit such medical certificate may result in the absence being disapproved and said absence being charged as absence without pay. In addition, payment of sick leave benefits will not be made when the Township physician reports that the employee is fit for work. Denial of sick leave benefits may be submitted through the grievance procedure.
- B. In case of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- C. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the

Township, by a physician chosen by the employee from the panel of physicians 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.

ARTICLE XVIII
MILITARY LEAVE

Any regular employee who is called into active service, or who volunteers for service, in the Armed Forces of the United States, shall be given a leave of absence for, and will accumulate seniority during such period of service not to exceed four (4) years. Upon the termination of such service, he/she will be re-employed at the rate of pay prevailing for work in which he/she is assigned, however, provided he/she has not been dishonorably discharged, there is work available, he/she is physically, mentally and emotionally able to perform such work, and he/she makes written application for reinstatement within ninety (90) days after discharge.

Absence from work because of National Guard or Reserve training or service shall be in accordance with current directives of the Township issued pursuant to Civil Service regulations and applicable statutes.

ARTICLE XIX
MISCELLANEOUS

When a vacancy occurs in any department covered by this Agreement, the Township agrees that notice of the existence of said vacancy shall be posted on the various Municipal bulletin boards as soon as reasonably possible and, in any event, not later than ten (10) days after the commencement of the existence of the vacancy.

The Municipal Administrator will provide an open-door policy for the officers of Union Council No. 8 of the New Jersey Civil Service Association.

No full-time employee shall earn less than \$17,000.00 per annum.

The uniform allowance for employees of the Police Department, excluding mechanical and maintenance employees, shall be \$400.00 per year.

The Township agrees to provide work shoes and other safety equipment and replacement thereof for non-clerical Township employees of the Public Works Department and civilian Police Department maintenance employees. The Union supports the use of all safety equipment and procedures.

Steel toe work shoes for eligible Department of Public Works employees shall be provided to them by January 31 of each year. In the event that the shoes are not made available by that day, an allowance of \$110.00 shall be made available to employees who provide a paid receipt for same.

There shall be a \$400.00 tool allowance per year for those mechanics employed within the understanding of this contract. The tool allowance shall be paid in two installments of \$200.00 on or about February 1 and July 1 of each year.

Safety equipment must be worn by personnel at all times while on duty when directed by the respective department heads.

A college degree bonus shall be paid on or about December 1st of each year of this contract as follows:

\$500.00 for those possessing an Associate's degree.

\$1,000.00 for those possessing a Bachelor's degree.

ARTICLE XX

OVERTIME

Employees who work thirty-five (35) hours per week, when required to work overtime, will receive one and one-half of his/her base salary rate when he/she works more than thirty-five (35) hours in the work week.

Public Works employees who work forty (40) hours per week shall be paid at the rate of one and one-half of his/her base hourly rate when he/she works more than forty (40) hours in the work week, unless specified otherwise herein.

Longevity payments will be included in the regular rate of pay for overtime purposes for those employees who work more than forty (40) hours in a work week.

Employees may elect to receive compensatory time in lieu of overtime payment. Compensatory time shall be recorded on the Departmental Daily Attendance Record. Compensatory time shall be utilized in the calendar month earned.

Without guaranteeing any hours of work, it is agreed that the normal work week for unit employees performing Public Works duties shall be forty (40) hours per week. Work schedule shall be at the discretion of the Superintendent of Public Works.

Overtime for hourly rated personnel working in the Public Works Department, shall be as follows:

1. CONTINUATION OF NORMAL WORKDAY
1 ½ x straight time pay – no minimum guarantee.
2. SCHEDULED – i.e., snow, leaves, special events, etc.
1 ½ x straight time pay – minimum two (2) hour guarantee.
3. EMERGENCY – Call back to duty (Police Maintenance and DPW Employees)
2 x straight time pay – minimum two (2) hour guarantee.

4. Department of Public Works employees shall be paid one and one-half times their hourly rate when called back into work for snow plowing after their normal working hours. If an employee is called back a second time after having been dismissed and prior to resuming his/her normal work schedule, he/she shall be entitled to two times his/her hourly rate. Once their regularly scheduled working day begins, they are entitled to their regular hourly rate of pay. If an employee is called back to work for any unscheduled emergency other than snow plowing or snow removal, said employee shall be entitled to payment at two (2) times his/her hourly rate.
5. An employee may elect compensatory time in lieu of monetary payment. Compensatory time must be utilized in the calendar month it is earned.
6. The aforementioned overtime schedule shall apply to Saturdays, Sundays and holidays.
7. In the event, it is the determination of a Department Head, with the approval of the Municipal Administrator, an event critical to the mission of the respective department occurs or is scheduled requiring personnel to remain on duty or to be called back to duty, the Association agrees on behalf of the Township Employees covered by this contract that all employees directed by such Department Head or his/her authorized representative to so report for duty shall be mandatorily obliged to do so.
8. Except for police maintenance and DPW employees on emergency call back, employees may be obliged to remain on duty the full period of the minimum guarantee. All employees are required to punch in and out on their time card. Police maintenance and DPW employees on emergency call back may leave their work location if the task entailing the emergency overtime is completed in less than two (2) hours and receive the two (2) hour minimum guarantee. However, should the employee be recalled to duty during the same two (2) hour period, the employee will not be eligible for additional compensation until the unearned portion of the initial two (2) hour minimum guarantee is exhausted.

9. During any emergency declared by the Superintendent of Public Works and exclusive of the normal workday, an employee shall be entitled to a meal allowance. Meal periods shall be as follows: 12:00 a.m.; 6:00 a.m.; 12:00 p.m.; and 6:00 p.m. Meals shall be reimbursed at a rate of \$9.00 per meal – provided that the employee is physically present during such meal period.
10. Overtime assignment shall be based on seniority so long as the employee has the ability and expertise to perform the tasks required by the overtime assignment.

ARTICLE XXI
PERSONAL LEAVE

In general, the following conditions prevail. After one (1) year of service computed from the last day of hire, full-time employees may be granted three (3) personal days during each year of this agreement for any of the following reasons:

1. Religious observances.
2. Death of a blood relative not included in the Funeral Leave Section.
3. Personal, legal, business, household or family matters of an emergency nature, not covered elsewhere in this agreement, provided employee states the specific reason for the request and such is approved in writing by the Department Head.
4. No personal leave shall be applied for, approved or granted immediately before or after any vacation period, holiday period or weekend, except under extraordinary circumstances.

A personal leave day may be granted by the Township upon written request of the employee submitted to the Department Head. Said request shall be granted at the discretion of the Department Head, so long as the employee's absence can be granted without interference with the proper conduct of the department. Personal leave days shall not accumulate.

Personal leave days are separate and apart and not to be considered as either sick or vacation leave.

Said three personal leave days may be taken on a one-half day fractional basis provided that the Department Heads submit accurate records of each such leave to the Administrator.

ADMINISTRATIVE PERSONAL DAYS

Effective January 1, 2000, each employee shall receive three (3) administrative personal days for each calendar year remaining in this contract. Said personal days shall be in addition to the three personal days that all employees currently receive and are subject to the same conditions. Administrative personal days shall not accumulate.

ARTICLE XXII

REQUEST FOR LEAVE OF ABSENCE

The Municipal Administrator may grant the privilege of absence without pay to any permanent employee for a period not to exceed three (3) months at any one time. Such leave of absence shall not accrue benefits such as sick leave, vacation leave, seniority, longevity and medical benefits (hospitalization, medical, prescription and/or other medical benefits). An employee may choose to pay his/her medical benefits while on leave of absence without pay to the Treasurer for the first three months only, thereafter he/she may choose his/her own assistance for medical benefits. Such leave of absence may be renewed for an additional period not to exceed three (3) months by the Municipal Administrator, provided that the aggregate of all such leave shall not exceed a period of one (1) year. Leave for periods of more than one (1) year cannot be granted except upon approval of the Governing Body and the Department of Personnel. Notice of all leaves of absence without pay under this section and renewals shall be forwarded to the Department of Personnel.

ARTICLE XXIII
RETENTION OF BENEFITS

Except as otherwise herein provided for, all rights, privileges and benefits heretofore authorized by act of the Governing Body shall be maintained and continued by the Employer during the term of this Agreement.

All provisions of the policy and Procedure Manual heretofore adopted by the Township Committee on May 10, 1983, and revised on July 9, 1991, and not otherwise inconsistent hereto, shall likewise be continued.

ARTICLE XXIV
RETIREMENT INCENTIVE BONUS

The Township agrees to provide a "Retirement Incentive Bonus" whereby a person retiring after fifteen (15) years of service, and having reached the age of at least 55 years, will be entitled to forty percent (40%) of the value at time of retirement of the unused sick days, such amount, however, not to exceed the sum of \$25,000.00.

The amount payable under this Article to employees hired after November 25, 1986 shall not exceed fifteen thousand dollars (\$15,000.00).

There shall be no retirement incentive bonus for any employee hired after July 1, 1996.

ARTICLE XXV
RULES AND REGULATIONS

The Township may establish and enforce binding rules and regulations in connection with its operation and maintenance of discipline, provided any mandatorily negotiable rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Association.

It is understood that employees shall comply with all rules and regulations made by the Township of Union from time to time. Employees shall promptly and efficiently execute the instructions and orders of the Administrator, Department Heads and Supervisors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other supervisor unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article XIII of this contract.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other supervisor, the Township shall have the right at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE XXVI
SALARIES

Each employee shall receive a salary increase for each year of the contract based on the following:

Year 2000 – 2.5%: Every employee earning a base salary of less than \$35,000 shall receive 2.5% of \$35,000. Every employee earning a base salary of \$35,000 or more shall receive a 2.5% increase on his/her actual base salary.

Year 2001 – 2.75%: Every employee earning a base salary of less than \$36,000 shall receive 2.75% of \$36,000. Every employee earning a base salary of \$36,000 or more shall receive a 2.75% increase on his/her actual base salary.

Year 2002 – 3.75%: Every employee earning a base salary of less than \$36,000 shall receive 3.75% of \$36,000. Every employee earning a base salary of \$36,000 or more shall receive a 3.75% increase on his/her actual base salary.

Year 2003 – 3.9%: Every employee earning a base salary of less than \$36,000 shall receive 3.9% of \$36,000. Every employee earning a base salary of \$36,000 or more shall receive a 3.9% increase on his/her actual base salary.

Seasonal or temporary employees will not be afforded a salary increase.

The rate of pay for all active employees within the several managerial divisions of the Township staffed by members of Council #8 shall be adjusted to reflect any raise in the starting rate of new employees within the distinct division.

A longevity payment shall be paid as hereinafter fixed and determined. Such longevity pay is to be considered as additional compensation based upon the length of service of each employee according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>ADDITIONAL COMPENSATION</u> (Percent of annual salary)
5 years	2% of base salary
10 years	4% of base salary
15 years	6% of base salary
20 years	10% of base salary
25 years	12% of base salary

Longevity compensation will be payable the first pay period following the anniversary date of the employee and shall not be provided to anyone hired after April 1, 1990.

Merit Increase

Each employee shall receive a merit increase of \$600.00 per year in years 2000 and 2001 and \$700.00 per year in years 2002 and 2003 of the contract, if the employee is in good standing. An employee is in good standing as long as that employee was not suspended for more than five (5) days during the previous year. Merit pay shall be included in the base salary before the annual percentage is calculated.

Senior Status

Every employee with fifteen (15) years or more service to the Township of Union shall receive Senior Status Differential. In the first year of eligibility, said differential shall be added to the employee's base salary beginning on the first pay period immediately following such employee's anniversary date, prorated for the remainder of that year. Senior status will be computed based upon the following schedule:

2000 - \$900

2001 - \$900

2002 - \$900

2003 - \$900

ARTICLE XXVII

SAVINGS CLAUSE

If any provision of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provisions to other persons or other circumstances shall not be affected thereby.

ARTICLE XXVIII

SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave with pay for a bona fide illness or injury certified by a physician.

Seniority may be lost and employment terminated if any of the following occur:

1. Discharge;
2. Resignation;
3. Absence for five (5) consecutive days without leave or notice;
4. Absence for illness, injury or leave without pay

Nothing in this paragraph shall restrict the powers of the employer or the rights of the employee as set forth in Civil Service statutes, rules and regulations.

ARTICLE XXIX

SICK LEAVE ACCRUAL

Sick leave, as herein defined, can be accumulated without limit. In the first year of employment, an employee shall be entitled to one and one-quarter (1-1/4) days of sick leave for each month or major fractional part thereof calculated from the date of commencement of employment.

Thereafter, sick leave shall be authorized as follows:

<u>BEGINNING</u>	<u>END</u>	<u>NO. OF DAYS</u>
2 nd year	5 th year	15 days
6 th year	10 th year	16 days
11 th year	15 th year	17 days
16 th year	20 th year	18 days
21 st year	25 th year	19 days
26 years and over		20 days

Sick leave will be credited to an employee's account during the calendar year in which it is earned.

In the event the number of days sick leave taken by any employee exceeds the amount accrued to said employee's account, employee will not be compensated for sick leave beyond accrued sick leave.

No employee may be paid in excess of the number of days to which he or she is entitled unless the Municipal Administrator specifically authorizes such payment in writing.

Sick leave taken after disapproval thereof by the Municipal Administrator shall be considered and charged as absence without pay.

Sick Leave Incentive

Any employee not using sick leave for a full calendar year may receive compensation in the first payroll of the next year in an amount equal to five (5) daily pay periods.

Any employee utilizing the equivalent in hours of one or less of his sick days for a full calendar year may receive compensation in the first payroll of the next year in an amount equal to five daily pay periods, minus the time used.

Such employee shall have the number of hours paid deducted from his or her sick leave for the year, and may have the balance of his or her sick leave for the year accumulate.

ARTICLE XXX

SICK LEAVE GENERAL

Sick leave for the purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which employee is unable to perform the usual duties of his/her position, exposure to contagious disease, a short period of emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of such employee. For the purpose of these rules, "member of immediate family" is interpreted as meaning father, mother, spouse, child, foster child, brother or sister, mother-in-law or father-in-law living in the same dwelling house as that of the employee. Sick leave is a privilege and not a right, as such, it is not meant that it is to be abused.

An employee who has been absent on sick leave for five (5) or more consecutive work days will require a "Return-To-Work-Assessment."

Department Heads also have the option of having employees medically assessed when reporting off-sick during the work day.

An employee who has been absent on sick leave for periods totaling more than ten (10) days in one calendar year consisting of periods of less than five (5) days shall have his/her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any sick leave in that year.

The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause of disciplinary action.

Furthermore, the Township may require such an employee to be examined by the Township designated physician at the expense of the Township.

Sick leave credits shall not accrue while an employee is absent on leave without pay.

ARTICLE XXXI

SICK LEAVE INJURY

Absence due to injury received in line of duty shall not be chargeable to the sick leave account of the employee. The statutory limitation, however, of pay for a period not exceeding one year for absence for injury incurred in line of duty shall be strictly adhered to. Employees shall continue to be paid during such absence up to one year by reason of injury incurred in line of duty.

ARTICLE XXXII

TEMPORARY, PART-TIME AND SEASONAL EMPLOYEES

Temporary (four months employment or less) employees are not eligible for leave benefits.

Part-time employees shall accrue vacation and sick leave on a proportionate basis of the hours worked.

ARTICLE XXXIII

TOUR OF DUTY

The employer shall have the right, for the efficient operation of its facilities, to make changes in starting and stopping time of the daily work schedule. However, prior to making any change, the Administrator shall meet with the Association to discuss the proposed changes.

Employees scheduled to work thirty-five (35) hours a week shall consist of five (5) days per week and shall not be less than thirty-five (35) nor more than forty (40)

hours, as may be designated by the Township Committee as the same is set forth on Schedule A hereof.

Without guaranteeing any hours of work, it is agreed that the normal work week for employees performing Public Works duties shall be forty (40) hours per week.

ARTICLE XXXIV
UNAUTHORIZED ABSENCE

In accordance with Department of Personnel, unauthorized absence of five (5) consecutive business days will be considered as an automatic resignation from employment.

ARTICLE XXXV
VACATION LEAVE ACCRUAL

Full time employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

1. First year – one (1) working day per month (first three (3) months – earned but cannot utilize).

<u>BEGINNING</u>	<u>END</u>	<u>NO. OF DAYS</u>
2 nd year	5 th year	15 days
6 th year	15 th year	20 days
16 th year	20 th year	25 days
21 st year and over		30 days

Employees hired after August 17, 2000 shall be entitled to vacation leave with pay according to the following schedule:

1. First year – one (1) working day per month to a maximum of 10 days (first three (3) months – earned but cannot utilize)

<u>2. BEGINNING</u>	<u>END</u>	<u>NO. OF DAYS</u>
2 nd year	5 th year	10 days
6 th year	10 th year	15 days
11 th year	15 th year	20 days
16 th year	20 th year	25 days
21 st year and over		30 days

The vacation period shall be the calendar year from the first (1st) day of January to the thirty-first (31st) day of December. Vacation days will not accumulate.

No employee shall be entitled to more than fifteen (15) consecutive working days without express approval of the Department Head and of the Municipal Administrator. The unused days may be taken at the discretion of the Township provided the same entails no extra cost to the Township. All vacation shall be granted, so far as practicable, in accordance with the desires of the employee. Vacation time should be used in the calendar year it has been earned and shall not be cumulative.

ARTICLE XXXVI

VACATION LEAVE – GENERAL

Vacations shall be taken at such time and for such terms as Department Heads determine to be in the best interest of the Township. In scheduling vacations, Department Heads will give consideration to employee requests and seniority in Township employment.

Vacation leave is intended for rest and relaxation and shall be taken during the calendar year in which it is earned.

Any employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in a calendar year in which the separation becomes effective, in addition to any unused vacation for the previous year.

Whenever an employee dies having to his/her credit any annual vacation leave, there shall be, calculated and paid to his/her estate, a sum of money equal to the compensation figured on his/her salary rate at the time of his/her death.

If a holiday occurs during the vacation or sick leave, it is not counted as a day of vacation or sick leave.

Employees serving on a leave of absence without pay do not accrue vacation benefits.

Employees with less than ten (10) years of service and having taken a vacation allowance for the year of retirement prior to retirement shall have the unearned portion of his/her vacation allowance deducted from his/her final salary.

ARTICLE XXXVII WORK WEEK

Part-time employment shall mean working not less than 17 ½ hours in any one 35 hour work week, or at least 20 hours in any one 40 hour work week during 26 work weeks per calendar year.

Full-time employment means working not less than seven (7) hours per day and not less than five (5) days per week on a full calendar year basis.

The work week as it applies to the various departments is set forth on Schedule "A" attached hereto and made part hereof.

The work week as it applies to the various departments is set forth on Schedule "A" attached hereto and made part hereof.

ARTICLE XXXVIII

LEAVE OF ABSENCE WITHOUT PAY

The Municipal Administrator may grant the privilege of absence without pay to any permanent employee for a period not to exceed three (3) months at any one time. Such leave of absence shall not accrue benefits such as sick leave, vacation leave, seniority and longevity. Such leave of absence may be renewed for additional periods not to exceed three (3) months by the Municipal Administrator, provided that the aggregate of all such leave shall not exceed a period of one (1) year. Leave for periods of more than one (1) year cannot be granted except upon approval of the Governing Body and the Department of Personnel. Notice of all leaves of absence without pay under this section and renewals thereof shall be forwarded to the Department of Personnel.

ARTICLE XXXIX

SERVICES BRIDGED

If an employee resigns in good standing or terminates his/her employment in good standing and is re-hired within a two (2) year period, his/her service date shall be bridged after one (1) year of full-time continuous service to his/her former service. The first year of his/her service after re-hire shall be considered as a new employee.

ARTICLE XL
EMBODIMENT OF AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.
- C. Any monetary or other contractual benefits granted anew to other bargaining units who are currently in negotiation with the Township, and who have not, as of this date, ratified their new collective bargaining agreements, shall be granted to this unit as part of this binding agreement.

ARTICLE XLI
TERMS AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2000 and shall remain in effect to and including December 31, 2003. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 2000 only for employees on the Township's payroll or on disability or leave of absence or suspension as of the date of the signing of this Agreement.

SCHEDULE "A"

The work week for each Department shall be as follows:

1. Municipal Building
8:30 a.m. – 4:30 p.m. One hour lunch*
2. Municipal Court
8:00 a.m. – 4:00 p.m. One hour lunch*
3. Public Works Department
8:00 a.m. – 4:30 p.m. One half-hour lunch
8:30 a.m. – 4:30 p.m. Clerical Staff – one hour lunch*
4. Recreation Department
8:30 a.m. – 4:30 p.m. One hour lunch*

*Commencing 11:30 a.m. Last lunch period 12:30 p.m. to 1:30 p.m.

5. a. Police Department Clerical Staff – Maintenance 35 hour week as scheduled by Chief of Police – one hour lunch. Communications Officers as scheduled by Chief of Police – lunch periods assigned.
Civilian personnel (excluding Communications Officers) assigned to the Police Department shall be entitled to six (6) holidays, namely:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The balance of the holidays provided for in Article XII of this contract will be compensated for in either compensatory time or pay at the election of the individual employee at the overtime rate as herein provided for in this contract.

- b. Communications Officers will receive payment in one lump sum on December 1st for thirteen (13) holidays at their regular rate of pay.

Step Guide for Civilian Public Safety Telecommunicators

Step 1:	New hire with no experience	\$25,000
Step 2:	1 year experience* in police or emergency dispatch	\$30,000
Step 3:	2 years experience* in police or emergency dispatch	\$33,000
Step 4:	3 years experience* in police or emergency dispatch	\$37,000
Step 5:	4 years experience* in police or emergency dispatch	\$40,000
Step 6:	5 years experience* in police or emergency dispatch	\$44,000

This step guide shall be in addition to all other raises and benefits stated in this contract.

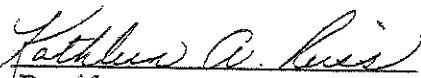
*Previous experience for all newly hired public safety telecommunicators shall be subject to review by the Chief of Police, or his designee, who shall make the final determination as to whether the dispatch experience meets the criteria to qualify for an advanced step.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this day of , 2001.


UNION COUNCIL NO. 8
NEW JERSEY CIVIL SERVICE
ASSOCIATION

TOWNSHIP OF UNION IN
THE COUNTY OF UNION

BY:


President

BY:


Chairman of the Township
Committee

ATTEST:



ATTEST:

