

AGREEMENT

Between

**TOWNSHIP OF CRANFORD
UNION COUNTY, NEW JERSEY**

and

TEAMSTERS NO. 469

January 1, 2015 to December 31, 2017

RECEIVED

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ADMINISTRATION

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PREAMBLE AND RECOGNITION

- A. This Agreement entered into this day of , 2015, by and between the Township of Cranford in the County of Union (hereafter called the “Employer” or the “Township”), Teamsters Local Union 469, duly appointed representative (hereafter referred to as “Teamsters” or the “Union”), represents the complete and final understanding on all bargainable issues between the Employer and the Union.
- B. The Township hereby recognizes the Union as the sole and exclusive bargaining agent for all regularly employed non-supervisory, blue and white collar employees employed by the Township in the areas of pay, wages, hours of work, benefits and other terms and conditions of employment.
- C. The following employees of the Township are hereby excluded from this Agreement: Managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, mechanics, professional employees, uniformed police employees, uniformed fire employees, information technologies employees, casual employees, seasonal employees, crossing guards, and all other employees employed by the Township of Cranford who are covered by another bargaining unit.

ARTICLE 1

DUES CHECKOFF AND AGENCY FEE

A. Dues Check-off

Upon receipt of properly written authorization from the employee, the Township, shall deduct Union dues at such amount as may be certified by the Union to the Township at least thirty (30) days prior to the month in which the deduction of Union dues is to be remitted by the Township, The Township shall remit the dues to the Secretary-Treasurer, Teamsters Local 469, 3400 Highway 35, Suite 7, Hazlet, New Jersey, 07730. Said remittance shall be made by the 10th day of the month following the calendar month in which such deductions are made, along with a list of names, amount of dues deducted and social security number for each Union member from whom such deductions are made. A list of names, addresses, titles and salaries shall be sent to the Union at the request of the Union but no more than once per quarter. The Union will notify the Township of the dues rate currently in effect at the time of signing of the collective bargaining agreement. It will also communicate to the Employer once per year in writing of any changes regarding the dues or initiation fees.

B. Agency Fee

The Township further agrees to deduct from the pay of each employee covered by this Agreement, who does not furnish a written authorization for deduction of Union dues, or who has withdrawn authorization for dues deductions, an amount equal to eighty-five percent (85%) of the monthly Union dues commencing with the 30th day of employment. The representation fee in lieu of dues shall only be available to the Union if a demand and return system that fully complies with all legal requirements is provided to the Township.

C. Hold Harmless

The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township or the Union under the provisions of this Article of the Agreement and for any attorney fees incurred by the Township in connection with any such claim or suit that may be filed.

ARTICLE 2
MANAGEMENT RIGHTS

A. Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution 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, facilities, and its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Township after advance notice thereof to the employees.
4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Township.
5. To suspend, demote or take any other appropriate disciplinary actions against any employee for just cause according to law.
6. Nothing contained herein shall prohibit the Township from contracting out any work.
7. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, code of conduct as contained within the rules and regulations of the employees' respective Township Departments and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and hereby in conformance with the Constitution and Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 *et. seq.* or any national, state, county or local laws or regulations.

- D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step Four herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

ARTICLE 3
NO STRIKE

- A. There shall be no strikes, work stoppages, slowdowns or other interruptions of work for any reason whether or not specified herein or contemplated by the parties at the time this contract is made, and whether or not the reason for such conduct is subject to any grievance and situation provisions that may be contained in this contract. Any such action shall be a violation of this Agreement.

- B. No officer or representative of the Union shall authorize, institute or condone any such activity. The Township shall have the right to take disciplinary action, including discharge against any employee participating in a violation of the provisions of this Article. Nothing contained in this Agreement shall be construed to limit or restrict the rights of any of the parties to this Agreement to pursue fully any and all remedies available under the law in the event of a violation of this Article, including the right to institute civil action for damages and injunctive relief.

- C. In consideration of the foregoing, the Township agrees not to lock-out or cause to be locked out any employee covered under the provisions of this Agreement.

ARTICLE 4
UNION RIGHTS

A. Union Activities

1. When an authorized representative is excused from his/her assigned duties, in order to investigate a grievance or represent a grievant, he/she shall:
 - a) notify the supervisor of the general nature of the absence;
 - b) notify his/her supervisor or designated representative upon return.
2. No loss of pay shall be incurred as a result of pursuing a grievance or disciplinary appeal through the Grievance Procedure.
3. Up to three (3) members of the Union's negotiating committee will be granted time with pay to negotiate a successor contract.
4. The Union will be permitted to hold meetings no more than once a month to be attended by members on non-work time, on Township property. Union Stewards and members shall also have the right to distribute written materials and discuss Union matters with employees. At the conclusion of the meeting, the Union will clean and restore the meeting room to its pre-meeting condition.

B. Posting of Official Business

The Township shall supply a space for posting in the Police Department, the Public Works Department, Community Center, and Centennial Avenue Swim Pool, and the Municipal Building for the exclusive use of the Union. The Union shall have use of the space for posting in a mutually agreeable place. This space for posting will be solely for the purpose of exhibiting official business of the Union. Appropriate material in such space for postings shall be posted and removed by representatives of the Union. The material shall not contain anything profane, obscene or defamatory with respect to the Township or its representatives and employees nor anything constituting partisan political activity. Materials which violate provisions of this Article shall not be posted by the Union. Material to be posted will consist of the following:

1. Union elections and results thereof;
2. Union appointments;

3. Union meetings and activities;
4. Social and recreational events of the Union;
5. Reports of official Union business and achievements.

C. Shop Stewards

The Union has the sole right and discretion to designate no more than four (4) Shop Stewards in the Municipal Building and one (1) per other worksite, as well as one (1) in dispatch and to specify their responsibilities and authority regarding the terms and conditions of the labor Agreement. The Union agrees to notify the Employer of the identity of the shop steward in writing.

ARTICLE 5 DISCIPLINE

Disciplinary Action Procedure:

All employees are expected to meet the Township's work performance standards. The intent of the Disciplinary Action Procedure is to formally document problems and provide the employee with a reasonable time to improve performance. The process should encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the Township's policies and procedures and other disciplinary problems. An employee may only be disciplined for just cause. An employee will receive written notice thereof, including reasons, and a copy of said notice will be forwarded to the Union at the Local 469 office.

Should a supervisor believe that an employee is not conforming to the Township's policies and rules or to specific instructions, or has acted improperly, the supervisor will first privately discuss the matter with the employee to obtain the employee's view. If the supervisor determines that the employee has acted improperly, the supervisor shall take one of the following actions depending upon the gravity and the employee's past record:

- **Verbal Reprimand:** Depending on the circumstances, the supervisor may verbally notify the employee that the employee's actions have been improper and warn the employee against further occurrences. The supervisor will prepare a record of the verbal reprimand including the date, time and what was discussed with the employee. This record must be forwarded to the Township Administrator for the employee's official personnel file.
- **Township Administrator Review:** Should the supervisor consider the offense sufficiently serious to warrant consideration by the Township Administrator, the employee will be so advised and a meeting arranged with the Township Administrator at the earliest possible date. All facts should be detailed at this meeting and, if possible, a determination will be made at that time of disciplinary action, if any.
- **Written Reprimand:** When a supervisor determines that a written reprimand is appropriate, the situation must be discussed with the Township Administrator. The reprimand should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (*i.e.*, termination) if the problem is not corrected or reoccurs. The employee should acknowledge receipt of the warning and may include additional comments. A copy of the written reprimand with the signed

acknowledgement and comments must be forwarded to the Township Administrator for the employee's official personnel file.

- **Suspension:** When an employee is recommended for suspension, the Township Administrator will make the decision and shall seek the advice of the Township Attorney if appropriate. Suspended Employees may request a hearing under applicable grievance procedures.
- **Dismissal:** Whenever an employee is recommended for dismissal, the Township Committee will make the decision only after seeking the advice of the Township Attorney. There must be a complete review of the employee's personnel file and all other facts to determine if there is sufficient cause for the dismissal. Terminated employees may request a hearing under the applicable grievance procedure.

ARTICLE 6
GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township.
- C. With regard to the employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement, excluding any merit pay decisions. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The Union shall institute written action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter informally. The written grievance at this Step shall be for just cause and contain the relevant facts and a summary of any preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Department Head or his designated representative will answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance.

Step Two: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Township Administrator within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Administrator shall respond in writing to the grievance within fifteen (15) calendar days of the submission.

Step Three: In the event the Union is not satisfied with the decision at Step 2, or in the event that the Township Administrator has rendered no decision within fifteen (15) calendar days after receiving the grievance, the Union may present the grievance to the Township Grievance Committee. The Committee shall render its decision within thirty (30) calendar days from its receipt of the grievance from the Union.

Step Four: In the event the Union is not satisfied with the decision at Step 3, or in the event that the Township Grievance Committee has rendered no decision within thirty (30) calendar days after receiving the grievance, the Union only may file with PERC (Public Employee Relations Commission) for arbitration of the grievance with a mutually agreed upon arbitrator within fifteen (15) calendar days after receiving the answer at Step 3, or when the answer should have been received. A copy of the filing shall be provided to the Township. The arbitrator's decision shall be final and binding on the parties to the extent permitted by law. The Township and the Union shall share the cost of the arbitrator equally.

- E. The arbitrator shall be bound by the provisions of this Agreement, restricted to the applications of the facts presented to him/her involved in the grievance and limited to the interpretation of the Agreement. The arbitrator shall have no authority to add to, alter, amend or modify any provision of this Agreement. Furthermore, the arbitrator shall be bound by the laws of the State of New Jersey and shall be without power to advise or direct the omission of any illegal act or acts beyond the legal authority of the parties.

- F. Only one (1) grievance at a time may be submitted to arbitration.

- G. Upon prior notice and authorization of the employee's Department Head, the designated Union representative shall be permitted as a member of the Union's Grievance Committee to confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

- H. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the 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 a 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 proceeding with the grievance at any step in the grievance procedure.

ARTICLE 7
SALARIES AND WAGES

Increases in wages shall be provided as follows:

Effective from the date of execution of new agreement to 12/31/15-1.5% increase; from 1/1/16 to 12/31/16-1.5% increase; and from 1/1/17 to 12/31/17-1.5% increase.

There will be an offer of a **one-time** salary adjustment, for certain personnel, as follows:

<u>As of January 1, 2015:</u>		
Mary Ann Valdivia	\$2,500.00	\$29,904
Janet Sprucigo	\$2,500.00	\$30,600
Kathy Lenahan	\$2,500.00	\$43,300
Suzanne Welsh	\$1,000.00	\$39,000
Jean McCombs	\$1,000.00	\$40,343
Ralph Gregson \$	\$500.00	\$40,734
Bill Babkowski \$	\$500.00	\$40,467
Marie Wenk	\$500.00	\$42,258
Kenneth Meier (Part-time)	\$500.00	See salary below*

*Kenneth Meier is to be paid 2 different hourly rates:
\$10.18 per hour for Clean Communities (10 hours per week)
\$10.56 per hour for the Conservation Center (balance of his part-time work week – approximately 20 hours)

With regard to Police Communications Officers, a 6-step salary guide is hereby instituted whereby each Police Communications Officer receives a \$1,500 salary increase, after each full year of service, up to 6 full years of service, after which the \$1,500 payment shall cease.

ARTICLE 8
HOURS OF WORK

- A. The Township agrees to schedule each covered full-time Employee for seven and a half (7.5) hours of work each day and for thirty-seven and a half (37.5) hours of work each week Monday through Friday inclusive. There shall be no split shifts.

- B. The Township shall allow a non-paid one (1) hour lunch period each day.

- C. Court personnel work thirty-five (35) hours per week and the DPW Secretary works forty (40) hours per week.

ARTICLE 9
OVERTIME

- A. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the immediate supervisor. The reasons for the granting of overtime shall be noted on the time report and certified by the Department Head or Township Administrator. During emergency conditions, employees will be working past the 24th hour, any time after that will continue as the rate of time and one-half (1½) the normal hourly rate.
- B. Overtime shall be paid for all work performed in excess of eight (8) hours per day or an average of forty (40) hours per week at the rate of one and one-half (1 ½) times the computed hourly rate. The work day shall be defined as a day in which the greatest number of hours are worked.
- C. Working hours and daily schedules of employees will be arranged to fit the needs of the Township. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Township demand such work. In administering the requirement to work overtime, the Township will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.
- D. The Township agrees to guarantee an employee recalled to work after completing a normal day's work, on any day, Monday through Friday, a minimum of two (2) hours work or pay in lieu thereof. This provision is not applicable to an early call-in within two (2) hours before the employee's normal starting time. Except for dispatch, an employee required to work on either a Saturday, Sunday or Holiday shall be provided with a minimum of four (4) hours work on such day or four (4) hours pay at one and one half (1½) times employee's straight-time hourly rate of pay.
- E. The Township reserves the right to assign extra duty based upon reverse seniority. The Township must approve the assignment of all overtime work. There shall be no pyramiding of overtime.

**ARTICLE 10
SICK LEAVE**

Policy: Employees are entitled to twelve (12) working days of sick leave per calendar year. Sick leave is to be used only in cases where the employee is ill and unable to work, or in cases of the serious illness of a family member. Employees absent on sick leave for five (5) or more consecutive working days must submit a doctor's verification of illness or injury. If an employee is attending to an immediate family member, including a civil union partner, a doctor's verification of that individual is required. After the tenth day of absence on sick leave in one calendar year, a doctor's verification must be submitted for all sick leave absences, regardless of duration. Prior to the return to work, the Township may require an employee to be examined by a physician designated by the Township to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received. Sick leave may be charged on a one half (1/2) day basis in the event the employee returns after 3.75 hours (or 6 hours in the case of Police Communications Officers).

ARTICLE II
FUNERAL LEAVE

- A. Employees are entitled to a leave of absence from the date of death to the date of burial for each death of an employee's immediate relative but in no event shall said leave exceed three (3) calendar days. "Immediate relative" includes spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, civil union partner, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage. Employees are paid for all working days during the Bereavement Leave.

ARTICLE 12
HOLIDAYS

A. Each employee shall be paid one (1) full day's pay without working for each day recognized as a holiday in this Agreement for a total of thirteen (13) holidays per calendar year.

B. The Township has sole discretion as to the selection of the thirteen paid holidays, which may include the following:

- | | |
|------------------------|---------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday | Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving |
| Memorial Day | Christmas |
| Independence Day | |

Any holiday falling on a Saturday shall be celebrated the preceding Friday. Any holiday falling on a Sunday will be celebrated the following Monday, pursuant to the schedule set forth in B of this Article.

C. For an employee whose regularly scheduled work includes Saturday and/or Sunday, holidays which fall during regularly scheduled workweek or on employee's day off will be observed in such a way that the employee will receive the same number of consecutive days off as though the employee's regular work week were Monday through Friday. The employee will also have the option to arrange a holiday celebration schedule mutually acceptable to the employee and the Township Administrator.

ARTICLE 13
VACATION

A. Vacation Leave will be based on the following schedule:

- Year of hire if hired before June 1: One (1) week.
- Year of hire if hired after June 1: One (1) week pro-rated.
- After ten (10) calendar months:
Department Managers: Four (4) weeks
Supervisors: Three (3) weeks
Administrative, Clerical: Two (2) weeks.
- After five (5) years:
Administrative, Clerical: Three (3) weeks
- After fifteen (15) years:
Supervisors: Four (4) weeks
Administrative, Clerical: Four (4) weeks
- After twenty five (25) years:
Department Managers: Five (5) weeks
Supervisors: Five (5) weeks
Administrative, Clerical: Five (5) weeks

All vacation schedules must be submitted by Department Heads for themselves and their employees to the Township Administrator no later than March 1st of the year in which the vacation will be taken.

Any unused vacation may only be carried into the succeeding year upon written request prior to year-end and with the recommendation of the Department Head, and the written approval of the Township Committee or its designee.

Any employee retiring during any year shall be entitled to pro-rated vacation benefits for the retirement year.

Part time employees will earn vacation time in accordance with the existing Township policy (two weeks based upon number of hours worked after the defined period of service). Part time employees may use earned vacation time, upon notice, for sick leave or other leave.

With respect to Police Communications Officers only, that work 12 hours per day, the corresponding vacation days shall be calculated based on a 12-hour workday. By way of example only, for such Police Communications Officers, because one work week (4 days) would encompass 48 hours of work, a Police Communications Officer entitled to one week of vacation time is entitled to 5 vacation days for that one week entitlement.

With regard to the term "prorated" for employees hired after June 1 of the calendar year, their one-week entitlement be prorated over that remaining calendar year (meaning that the one-week entitlement be reduced by a percentage of the remaining time period the person is to be employed for that first calendar year).

ARTICLE 14
PERSONAL DAYS

Employees are entitled to three (3) personal days per year and any unused days are forfeited at the end of each calendar year.

Full-time employment is considered thirty-five (35) hours per week or more.

Employees shall be entitled to utilize their full complement of personal days beginning on January 1 following their first full year of employment with the Township. Personal days may be extended at the discretion of the Township Administrator.

ARTICLE 15
WORK INCURRED INJURY

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The Township covers workers compensation benefits through its membership in a joint insurance fund. Any occupational injury or illness must be immediately reported to the supervisor or Department Head. All required medical treatment must be performed by a Workers Compensation Physician appointed by the joint insurance fund and payment for unauthorized medical treatment may not be covered pursuant to the Act.

ARTICLE 16
MILITARY LEAVE

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary for the duration of the service. The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one (1) year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty (30) days calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the Township group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (NJPERs and NJPFRS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

ARTICLE 17

JURY LEAVE AND COURT APPEARANCE

An employee required to render jury service shall be entitled to be absent from work during that service and will be paid the difference between any payment received for jury duty and the employee's regular salary.

ARTICLE 18

LEAVE OF ABSENCE WITHOUT PAY

Employees may be granted a personal leave of absence for up to six (6) months at the sole discretion of the Township Committee, which shall consider as part of its decision if the leave will cause undue operational disruption. The leave must include the use of any accrued vacation and sick leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay. In exceptional circumstances, the Township Committee, or governing body, if appropriate, may extend a leave of absence for an additional six (6) months, if such extension is considered in the best interests of the Township.

Personal leaves are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Employees on personal leave of absence for more than two (2) weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for that month. Health benefits may also be impacted. A personal leave is granted with the understanding that the employee intends to return to work for the Township. If the employee fails to return within five (5) business days after the expiration of the leave, the employee shall be considered to have resigned.

ARTICLE 19
HEALTH AND SAFETY

- A. The Township will continue to provide for the safety and health of its employees during the hours of employment.
- B. In the event that it is determined that it is hazardous or unhealthful for employees to occupy all or any portion of the premises maintained by the Employer, the Employer shall not require employees to continue to work in such hazardous or unhealthful environment until such time as the condition is corrected or abated. Whenever possible, employees in the affected area may be reassigned to a non-hazardous area,
- C. If employees need to vacate the premises because of unhealthy or unsafe conditions, they shall not suffer any loss of pay for that day.
- D. It is agreed that hazardous or unhealthful conditions will be considered to exist when any violation of the Cranford Township health code, PEOSHA regulations or the New Jersey Indoor Air Quality Standards is evident.

ARTICLE 20
HEALTH INSURANCE

A. Full-Time Employees

1. Subject to Chapter 78, Public Law 2011 (“Chapter 78”), governing the obligations of contributions by employees, the Township shall provide each regular, full time, permanent employee and the dependents of the Employee’s immediate family a Group Major Medical Insurance Plan through the NJ DIRECT 15 Plan maintained by the State Health Benefits Plan (“SHBP”). After sixty days of full-time employment, the employees will receive health benefits coverage in accordance with the within agreement and the rules and regulations of the SHBP.
2. The Prescription Plan provided shall be the NJ DIRECT 15 Plan maintained by the SHBP. Chapter 78 governs the obligations of contributions by employees.
3. Subject to Chapter 78, governing the obligations of contributions by employees, the Township shall provide each regular, full-time, permanent employee and the dependents of the immediate family with dental insurance that provides for costs for coverage to be paid as follows: 80% by employer, 20% by employee, for preventive treatment; 50% by employer, 50% by employee, for basic treatment; and 50% by employer, 50% by employee, for major treatment coverage; with a maximum of one thousand five hundred dollars (\$1,500) per eligible patient per calendar year for major, preventive and basic benefits and a lifetime maximum of five hundred dollars (\$500) per patient for orthodontic benefit.
4. The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar or greater benefits are provided.

B. Retirement Health Benefits

1. **Eligibility**

Subject to N.J.S.A. 52:14.17.38, persons who retire in accordance with the terms of the resolution adopted by the municipality pursuant to Chapter 48, and who have been awarded a pension, shall be entitled to medical benefits while in retired status as set forth in this Section of the Article.

2. **Health Benefits Under SHBP**

Subject to Chapter 78 and N.J.S.A. 52:14.17.38, for each employee who retires in the manner set forth in Section A.1 of this Article, and for that employee’s eligible dependents at the time of retirement, the Township agrees to pay four percent (4%) of the monthly premium for health benefits provided under the SHBP for each complete year of the employee’s creditable service as a full-time employee of the Township, up to a maximum of 25 years.

3. **Dental Insurance**

A Township employee retiring in the manner set forth above in Section A.1 of this Article, and that employee's eligible dependents at the time of retirement, is entitled to continue in the Dental Insurance Plan, at Retiree's expense.

4. **Prescription Insurance**

Subject to Chapter 78 and N.J.S.A. 52:14.17.38, for each employee who retires in the manner set forth in Section A.1 of this Article, and for that employee's eligible dependents at the time of retirement, the Township agrees to pay four percent (4%) of the monthly premium for Prescription Drug coverage provided under the SHBP for each complete year of creditable service as a full-time employee of the Township, up to a maximum of 25 years.

5. **Medicare**

Retiree and immediate family at time of retirement must, when eligible, enroll and be covered under Social Security (Medicare) Health Insurance Parts A and/or B in order to continue in the Township's contracted Hospitalization Insurance Plan.

For existing employees hired as of the date of the ratification of the within agreement, the Township's obligation to contribute toward any health care premium shall terminate upon that retiree becoming eligible to participate in any medical insurance plan through a place of employment (including, but not limited to, his own employer or the retiree's spouse). In the event the retiree or the retiree's spouse is no longer entitled to participate in any medical insurance plan through a place of employment, the retiree is eligible to re enroll to receive this benefit again upon proof of eligibility.

For employees hired on or after January 1, 2014, the Township's obligation to contribute toward any health care premium shall terminate upon that retiree becoming Medicare eligible. The Township agrees to reimburse said retirees' payments for Medicare Parts B and D payments only.

6. **Other Coverage**

It is understood that the Township needs to verify, on an annual basis, eligibility for current and future retirees to receive benefits provided in this Article, with regard to the retirees themselves and their dependents and/or spouses, as the case may be. In furtherance of this purpose, all retirees shall furnish to the Township, on an annual basis, verified information regarding the employment status of spouse, their own employment status, their marital status and other pertinent information regarding eligibility to receive the benefit provided under this Article. Failure to provide such information shall subject the retiree to potential termination of the benefits set forth in this Article.

7. **Incentive Payment for those who Elect not to Receive Coverage**

Each Employee eligible to receive coverage under the SHBP, who elects not to receive such coverage, upon submitting a waiver of coverage in the form annexed as Exhibit A hereto, shall be entitled to receive a payment of not more than 25% of the amount saved by the employer because of the waiver or \$5,000 whichever is less.

ARTICLE 21

LABOR/MANAGEMENT MEETINGS

- A. Labor/Management Meetings to discuss non-contract issues considered important either by the Union or the Employer, may be arranged by mutual agreement between the Union representative and the Township Administrator. Meetings shall be attended by such representative for the parties as they deem useful to the discussion.

- B. Arrangements for the time, date, agenda, duration and place of such meetings shall be mutually agreeable and made in advance, and shall include a proposed list of employees who will attend, and an agenda of the matters to be discussed. The members of the Union attending such meetings shall not lose time or pay for time so spent.

ARTICLE 22
TERMINAL LEAVE

- A. Each regular, full-time, permanent Employee hired prior to January 1, 2004 in full-pay status and actively at work performing assigned duties having: (1) accrued fifteen (15) or more years of creditable service as a full-time Employee with the Township of Cranford; (2) become eligible in all respects for pension benefits in accordance with the rules and regulations of the Division of Pensions, New Jersey Department of the Treasury; (3) retired; and (4) been awarded a pension, shall be entitled to Terminal Leave at the rate of two (2) days of pay at the then current daily rate of pay for each complete year of creditable service as a full-time Employee with the Township of Cranford.
- B. Any remaining earned leave time balances accrued, *i.e.* vacation, administrative leave, or compensatory time, will also be paid in full upon separation.
- C. Any remaining accrued but unused sick leave up to one hundred and thirty (130) days shall be paid at a rate of one (1) for four (4) days, to a maximum of thirty two and one-half (32.5) days at the employee's current rate of pay.
- D. This Article shall not apply to any Employee hired on or after January 1, 2004.

ARTICLE 23
POLICE COMMUNICATIONS OFFICERS (Formerly referred to as "DISPATCHERS")

- A. All provisions of this Agreement apply to Police Communications Officers unless otherwise stated in this Article.
- B. Police Communications Officers will work a twelve (12) hour day work shift and adhere to the current four (4) days on and four (4) days off schedule with a one (1) hour unpaid lunch.
- C. For vacation purposes, all Police Communications Officers will have an Anniversary Date of January 1 for the year of hire.
- D. Holidays or vacation requested to be taken off from January 1 through June 30 will have to be identified in writing prior to December 1 of the prior year. Holidays or vacation requested to be taken off from July 1 through December 31 will need to be identified prior to March 1.
- E. If a Police Communications Officer is required to report to Jury Duty, the days served as a juror will be counted as days worked. Written notice of Jury Duty must be presented to the Chief within 72 hours of receipt of such notice to the Police Communications Officer.
- F. A three-hundred fifty dollar (\$350.00) increase to base pay in lieu of a clothing allowance will take effect in 2014.
- G. A two (2) hour minimum Call-In at one and one-half times (1½) the rate of pay will be given if a Police Communications Officer is called in to cover another Police Communications Officer's shift or part of a shift. Police communication Officer(s) shall include the Township Parking Enforcement Officer(s).
- H. Assignments shall be selected on the basis of seniority in the title. For disciplinary purposes, the Township shall follow the disciplinary procedures pursuant to the Township Police Department Rules and Regulations, Standard Operating Procedures and General Orders.
- I. Police Communications Officers will not be permitted to engage in outside employment which conflicts with their responsibility to the Township. Police Communications Officers will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal hours of work with the Township.
- J. Police Communications Officers will advise the Chief of Police of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Chief of Police or his designee may recall them back to work in the event of an emergency.

ARTICLE 24

DISCRIMINATION AND COERCION

- A. The Township and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, gender, national origin or political affiliation.

- B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 25

PROBATIONARY PERIOD

- A. All employees hired during the term of this Agreement shall serve a probationary period of six (6) months from the date of hire. During this probationary period, the Employer reserves the right to terminate a probationary employee for any reason. A probationary employee if terminated shall not have recourse through the grievance procedure set forth in this Agreement.

- B. The probationary period may be extended at the discretion of the Department Head with the approval of the Township Administrator for a period of forty-five (45) days. The Township shall notify the Union if an employee's probationary term is extended.

ARTICLE 26

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and existing, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 27

ACCESS TO PERSONNEL FILES

Upon request and with reasonable notice, an employee shall have the opportunity to review and examine his/her personnel file in the presence of the Department Head or his designee. Upon request, an employee may receive a copy of any information in his/her personnel file (no more than once in a six month period). If the employee wishes to place a response in the personnel file to any document he/she observes, such response shall be completed within ten (10) days of review of the file.

ARTICLE 28
OUTSIDE EMPLOYMENT

A. Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal hours of work with the Township.

B. Dispatchers who are subject to emergency recall will advise the Department Head of the location, nature, and times of any outside employment which is conducted on a continuing basis, so that the Department Head may recall them back to work in the event of an emergency.

ARTICLE 29

FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2015, to and December 31, 2017, and from year to year thereafter, unless one party or the other gives notice, in writing, no later than sixty (60) days prior to the expiration of this Agreement of the desire to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf

TEAMSTERS LOCAL 469:

TOWNSHIP OF CRANFORD

By: 

Michael Broderick,
Secretary, Treasurer

By: 

By:

By: 

By:

By: