

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF STAFFORD**

**AND**

**THE UTILITY WORKERS UNION OF AMERICA  
AFL-CIO AND ITS LOCAL 503**

**Effective January 1, 2005 through December 31, 2008**

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## **AGREEMENT**

Agreement entered into this      day of January, 2005 by and between the Township of Stafford Water & Sewer Utility Department hereinafter referred to as the “Employer” and the Utility Workers Union of America, AFL-CIO and its Local 503, hereinafter referred to as the “Union”.

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with the law and established practices.

NOW THEREFORE, the parties hereto, in accordance with the following covenants, conditions and agreements, mutually agree as follows:

### **ARTICLE 1**

#### UNION RECOGNITION

1.1 Bargaining Unit. The Employer agrees to recognize the Union as the exclusive representative with respect to wages, hours and other conditions of employment for the employees of the Employer in the following collective bargaining unit:

All full-time and part-time blue-collar employees employed by the Employer, but excluding all managerial executives, confidential employees, supervisors within the meaning of the Act; All other employees, craft employees, casual employees, police, professional employees, white collar employees, superintendent and clerical employees. For purposes of clarification only full-time and part-time blue-collar employees employed by the Employer shall be included in the bargaining unit.

1.2 The Employer agrees to allow representatives of the Union, to enter the premises of the Employer, at reasonable times, for the purpose of individual and collective discussions with the Employer and/or employees. Proper notification must be given to the Employer and the time scheduled will be mutually acceptable.

### **ARTICLE 2**

#### GRIEVANCE AND ARBITRATION PROCEDURE

2.1 In the event that any differences arise between the Employer and any of its employees affected by this Agreement, and concerning the interpretation, application or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance, provided that the grievance is presented within fourteen (14) days of its occurrence. There shall be no

suspension of the work by either party on account of a grievance, and an earnest effort shall be made to settle grievances at an early date. The procedure for settlement of grievances shall be as follows:

A. The aggrieved employee shall discuss the grievance with his/her Union steward and Supervisor within two (2) working days after the grievance is submitted in writing. Every reasonable effort shall be made towards a proper disposition and settlement of the grievance. The supervisor shall render a written decision.

B. If no satisfactory settlement of the grievance is reached within five (5) working days, the Superintendent of the Sewer & Water Utility Department (designee) and a representative of the Union, grievant(s) shall meet to discuss the grievance and attempt to resolve the grievance. The Director (designee) shall issue a decision in writing.

C. In the event the grievance is not satisfactorily resolved as set forth above, the Union or the Employer shall within fifteen (15) days, set up a meeting with the Township Administrator and the union grievance committee and a national representative from the Union in an attempt to resolve the dispute and satisfactorily settle the grievance.

D. Either party may request the American Arbitration Association submit a list of arbitrators, from which the parties shall mutually select an arbitrator, or follow the rules of the American Arbitration Association for selection of an arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the Employer and the Union.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

3.1 The Employer hereby retains and reserves unto itself without limitation, all powers, rights, Township, duties and responsibilities conferred upon and vested in it prior to the execution of this agreement by the laws and Constitution of the State of New Jersey and United States, including, but without limiting the generality of the foregoing, the following rights.

- A. The executive management and administrative control of the Township and its properties and facilities and the activities of its employees.
- B. The hiring of all employees, promoting, transferring, and assigning employees. Further, to determine the number of employees necessary and to layoff employees if necessary.
- C. Disciplinary action including but not limited to suspension, demotion, discharge or take other appropriate disciplinary action against any employee for good and just cause.

- D. The sole and exclusive right to determine the manner and method of work to be performed including procurement, design, engineering, and if necessary, contracting with others, except as may be otherwise specifically limited by this agreement.
- E. The sole and exclusive right to draft and adopt reasonable rules and regulations pertaining to the Employer's operations and employee code of conduct for the purpose of establishing efficient operations and promoting safety for the general health and welfare of the community.
- F. The sole and exclusive right to determine the number and location of facilities, the work to be performed therein, amount of supervision necessary, type of machinery and equipment to be utilized, schedules of work, and the type and number of employees to be assigned to complete the tasks of work.

3.2 The exercise of the foregoing powers, rights, Township, duties, or responsibilities of the Employer, the furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and rules and regulations.

3.3 The Employer, its successors and assigns agrees to a position of neutrality, the Employer shall not hinder the Union in an organizing campaign, nor shall it comment on the Union's motives, integrity, character or performance at anytime. Also the Employer shall not provide any support or assistance of any kind to any person or group who is attempting to organize opposition to the Union. The Union representative shall be allowed access to the Employer's facilities for the purpose of distributing literature and meeting with employees. Any time the Union has 55% authorization cards signed or more the parties agree to have a mutually agreed upon third party (AAA, a religious leader, etc.) to certify the cards, once certified the Employer agrees to recognize the Union and commence bargaining within thirty days.

#### **ARTICLE 4**

##### PROBATIONARY PERIOD

4.1 There shall be a probationary period of ninety (90) working days for all newly hired employees. During that probationary period, employees may be warned, disciplined, suspended or discharged, and such action shall not be subject to the grievance or arbitration procedure of this Agreement. After ninety (90) days, the said new employees shall be placed on the seniority list retroactively beginning from their first day of employment.

## **ARTICLE 5**

### CONTINUITY OF OPERATIONS

- 5.1 It is recognized that the need for continued and uninterrupted operation of the Employer's business is of paramount importance to the users of the system and the citizens of Stafford Township, and there should be no interference with said operation.
- 5.2 The Union, its officers, members, agents or principals agree not to engage in, encourage, sanction or suggest strikes, slow-downs, job actions, lock-outs, mass resignations, mass absenteeism, or other similar actions which would involve suspension of or interference with the normal employer's business. The Employer agrees not to lock out employees.
- 5.3 The Employer shall have the right to discipline or discharge any employee engaged or causing a strike, slow-down or other such interference.

## **ARTICLE 6**

### SUCCESSOR CLAUSE

- 6.1 This agreement shall be binding on any private or semi-private successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise, of the department or part of the department. The Employer shall make it a written condition of transfer that all terms, provisions and intents shall bind the successor or assigns of this Agreement of any private or semi-private entity.
- 6.2 The Employer shall notify the Union, in writing within a reasonable period of time, or as soon as practical, of any agreement to convey, or otherwise transfer or assign to another entity, any of the operations covered by this Agreement.

## **ARTICLE 7**

### VACATION

- 7.1 The following annual vacations with pay shall be granted to employees:
  - A. During the first year of employment: employees shall be entitled to one (1) vacation day for each of the 3<sup>rd</sup> through 12<sup>th</sup> month of employment, for a total of ten (10) vacation days.
  - B. During the second year of employment: employees shall be entitled to one (1) vacation day for the 13<sup>th</sup> through 21<sup>st</sup> month of employment, and two (2) vacation days for the 22<sup>nd</sup>, 23<sup>rd</sup> and 24<sup>th</sup> month of employment, for a total of fifteen (15) vacation days.

- C. Upon completion of 2<sup>nd</sup> year      16 vacation days
- Upon completion of 3<sup>rd</sup> year      17 days
- Upon completion of 4<sup>th</sup> year      18 days
- Upon completion of 5<sup>th</sup> year      19 days
- Upon completion of 6<sup>th</sup> year      20 days
- Upon completion of 7<sup>th</sup> year      21 days
- Upon completion of 8<sup>th</sup> year      22 days
- Upon completion of 9<sup>th</sup> year      23 days
- Upon completion of 10<sup>th</sup> year     24 days
- Upon completion of 11<sup>th</sup> year     25 days
- Upon completion of 12<sup>th</sup> year     26 days (maximum number of days)

**Note:** Time served as a full-time employee with the Stafford Municipal Utilities Authority shall count toward years of service for the purpose of calculating an employee's vacation allotment. Further, employees who have greater than twelve (12) years of service as of July 1, 2001 shall not have their vacation allotment reduced.

- D. Employees may sell back up to five (5) vacation days per year. Employees must provide written notice to the Township by April 1<sup>st</sup> of each and every year with an estimate of the number of unused vacation days to be sold to the Township. The Township reserves the right to reject any requests for the sale of unused vacation days for employees who have not filed this annual notice.

7.2 Employees are required to take at least one (1) week of vacation each year.

7.3 Employees may carry over ten (10) days to the next year.

## ARTICLE 8

### HOLIDAYS

8.1 Employees will receive the day off at their regular rate of pay for each holiday. The following are paid holidays:

- |                               |                            |
|-------------------------------|----------------------------|
| New Years Day                 | Labor Day                  |
| Martin Luther King's Birthday | Columbus Day               |
| President's Day               | General Election Day (Nov) |
| Good Friday                   | Veteran's Day              |
| Memorial Day                  | Thanksgiving Day           |
| Fourth of July                | Thanks Giving Day (Friday) |
|                               | Christmas Day              |

8.2 Each such holiday shall be observed on the day established for its observance. If a holiday occurs during an employee's vacation period, the employee will be given an additional

day of paid vacation.

8.3 Employees who are assigned to work on the scheduled holidays listed above shall be paid time and one half their regular hourly rate of pay for each hour worked in addition to their holiday pay.

## **ARTICLE 9**

### MILITARY LEAVE

9.1 Any employee covered under this Agreement who is a member of the Organized Reserve of the Army, U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Marine Corp. Reserve, or other affiliated organization shall be entitled to leave of absence from duty without loss of pay or time for all days during which he or she shall be engaged in annual active field training. Such leave of absence shall be in addition to regular vacation allowed such member of Employee. In the event of wartime, an Employee covered under this Contract, if called to active duty, will retain his/her health insurance coverage and be paid the difference between his/her salary with the Township and his/her military pay. This will be for the period of time that he/she is on military duty. When he/she returns to work for the Township, it is expected that he/she will return for work immediately. If not, his/her employment and benefits will be terminated.

## **ARTICLE 10**

### SICK LEAVE

10.1 Sick leave shall be defined as absence of an Employee from post or duty because of illness, accident, or exposure to contagious disease. An Employee shall not be eligible for sick leave under this Agreement if the accident or injury suffered which caused the request for sick leave occurs while the Employee is being employed by a company or organization other than the Township of Stafford.

10.2 Immediately following a 90 day probationary period employees shall earn sick leave at the rate of 1.25 days per month for each month worked up to a maximum of 15 days each year. Sick leave may accumulate from year to year to be used if and when needed by the Employee.

10.3 If an Employee is absent for reasons that entitle him/her to utilized sick leave, the Employee is responsible for notifying his/her supervisor promptly by the Employee's usual reporting time. Failure to notify the supervisor may be cause for denial of the use of sick leave and may constitute cause for disciplinary action.

10.4 Absence without proper notice for 5 consecutive days shall constitute a resignation under N.J.A.C. 4:1-16.14.

10.5 The Township may require proof of illness from an Employee on sick leave when such a requirement appears reasonable. Abuse of sick leave shall be cause of disciplinary action. In addition, in cases where illness is of a reoccurring or chronic nature, causing reoccurring absences of one day or less, the Township reserves the right to require competent medical evidence to be submitted prior to the reinstatement of said Employee, and also reserves the right to have the Employee examined by the Township's physician before returning to duty. In all cases of reported illness or disability, the Township reserves the right to send the Employee to the Township's physician to investigate the report.

10.6 When an absence due to an illness does not exceed 2 consecutive working days, normally the Employee's statement of the cause for the absence will be accepted without a supporting statement by the attending physician. The Township reserves the right to have the employee examined by the Township's physician before returning to work. Any absence in excess of 2 consecutive working days shall require a written statement from the employee's physician certifying to the employee's absence from work due to illness.

10.7 Employees who are unable to report to work because of illness or injury and who have notified their supervisor in accordance with the Article shall be responsible for notifying their Supervisor as to their place of confinement.

10.8 Employees retiring under the PERS guidelines shall be eligible for payment for accumulated and unused sick leave pursuant to the following formula. Employees with less than 30 years of uninterrupted work experience with the Township of Stafford (including the Stafford Municipal Utilities Authority) shall be eligible for reimbursement for accumulated an unused sick leave to a "cap" payment of \$15,000. Employees with 30 years or more of uninterrupted work experience with the Township of Stafford shall be eligible for reimbursement for accumulated and unused sick leave up to a "cap" payment of \$30,000.

10.9 Employees shall be permitted to "sell back" accumulated an unused sick leave on an annual basis subject to the following regulations:

- Employees must notify the Superintendent of Water and Sewer in writing by 11/1 of each and every year of the amount of sick leave they would like to sell back in the ensuing fiscal year in accordance with the following formula.
  1. All employees may sell back up to 5 sick days per year regardless of sick leave usage during the year provided that written notice is given by 11/1 of each year. Payment will be made during the first pay of February of the ensuing year.
  2. In order for an employee to sell back more than 5 days with a maximum sell back of 10 days, he/she must meet the following criteria.
    - ◆ If an employee uses less than 2 days of sick leave, he/she may sell back up to an additional 5 days for a total of 10 days
    - ◆ If an employee uses 2 to 5 days of sick leave, he/she may sell back

- ◆ up to an additional 2 days for a total of 7 days
- ◆ No additional sell back over and above 5 days if employee uses more than 5 days

10.11 Employees shall be entitled to utilize sick leave as a supplement to Worker’s Compensation or Temporary Disability payments. Payments received by an Employee shall either be remitted to the Township or used as an offset to full salary payments.

10.12 The minimum amount of sick leave permitted to be taken at one time is ½ day.

10.13 The beneficiaries of any Employee who dies while employed by the Township will be entitled to receive the Employee’s accrued sick, vacation and personal day benefits.

10.14 Temporary Disability:

- A. All Employees shall be enrolled in the State of New Jersey Temporary Disability Plan effective 1/1/01 and shall be subject to all the terms and conditions of the Plan including any copay required by the State of New Jersey. Employees are required to utilize eight (8) sick days in advance of receiving any temporary disability payments under the State Plan.
- B. Employees shall not accumulate any sick leave while on disability.
- C. Illness or injury occurring during employment for another employer shall not qualify for paid disability absence.

## ARTICLE 11

### WAGE SCHEDULE

11.1 New Rate Scales With 3.5% Cost of Living Increases Each Year:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
<b>Laborer/Utility Worker</b>	\$11.64	\$12.75	\$13.30	\$15.52	\$19.39	\$20.06	\$20.77	\$21.49	\$22.25
<b>Mark Out Person</b>	\$12.20	\$13.30	\$14.41	\$16.63	\$20.53	\$21.25	\$22.00	\$22.77	\$23.56
<b>Meter Specialist</b>	\$15.52	\$17.74	\$21.68	\$22.44	\$23.23	\$24.04	\$24.88	\$25.75	\$26.65
<b>Meter Supervisor</b>	\$18.85	\$21.07	\$24.55	\$25.41	\$26.30	\$27.22	\$28.17	\$29.16	\$30.18
<b>Equipment Operator</b>	\$17.74	\$19.96	\$23.98	\$24.82	\$25.69	\$26.59	\$27.52	\$28.48	\$29.48
<b>Mechanic:</b>	\$18.85	\$21.07	\$24.55	\$25.41	\$26.30	\$27.22	\$28.17	\$29.16	\$30.18
<b>Operator Class I</b>	\$18.85	\$21.07	\$24.55	\$25.41	\$26.30	\$27.22	\$28.17	\$29.16	\$30.18
<b>Operator Class II</b>	\$19.96	\$22.17	\$26.28	\$27.20	\$28.15	\$29.14	\$30.16	\$31.21	\$32.30
<b>Oper Class 3 – Chief Oper/</b>	\$23.28	\$25.50	\$29.71	\$30.75	\$31.83	\$32.95	\$34.10	\$35.29	\$36.53

11.2 All of the employees in the bargaining unit will advance to the next step in the wage scale effective 1/1/05. In addition, employees shall automatically advance to the subsequent steps in the pay scale on 1/1 of each subsequent year through 12/31/08. Further, operators at a lower pay classification (i.e. Class I or Class II) shall move up to the next classification upon completion of the course and testing requirements for the next class of licensure (i.e. Class II or Class III). Existing employees in wage classifications other than “operator” who successfully complete the state requirements AND who are subsequently appointed by the township to an operator position, shall be paid at the next pay step beyond their current hourly wage based on the wage scale. In other words, their pay shall not be reduced in any way upon appointment as an operator.

11.3 Pay periods will be determined by the Employer but shall be no less frequently than bi-weekly.

11.4 The parties recognize the following wage classifications in the contract:

- Chief Operator
- Operator (Level 1,2 and 3)
- Backhoe Operator
- Utility Mark Out Person
- Maintenance Worker/Laborer
- Mechanic
- Laborer/Utility Worker
- Meter Supervisor
- Meter Reader/Utility Worker

11.4 Employees who have reached the top of the scale as of July 1, 2001 shall not have their hourly rate reduced.

## **ARTICLE 12**

### BEREAVEMENT LEAVE

12.1 Bereavement leave benefits are intended to provide the employee with the time necessary to grieve the passing of a loved one and to attend services as desired. To that end, the parties agree that the provisions contained in the Bereavement Leave policy are not to be abused and/or utilized as a subterfuge for taking additional time off unrelated to the employee’s need to grieve or attend services as desired.

12.2 Employees shall receive five (5) working days off with pay (commencing the day of death) for the following individuals: father, mother, grandparent, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild and spouse’s grandparents.

12.3 Employees shall receive one (1) day off with pay ( day of burial only if funeral services

are attended) for the following: uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or cousin of the first degree. When the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted in this section, exceptions to the above may be granted upon verification to the Employer.

### **ARTICLE 13**

#### **JURY DUTY**

13.1 An employee called for jury duty will be excused from work for the period that the employee is called for jury duty and he/she will be paid the difference between jury duty compensation received and his/her regular daily compensation.

### **ARTICLE 14**

#### **BENEFITS**

14.1 The Township agrees to provide the following benefits only to all full time permanent Employees:

- a. Hospitalization, Major Medical Coverage, and Prescription Coverage through the NJ State Health Benefits Plan (Family Coverage, if necessary)
- b. Dental Coverage through Horizon Blue Cross/Blue Shield (Family Coverage, if necessary)
- c. Vision Coverage through Vision Services Plan (Family Coverage, if necessary)
- d. Workers Compensation Coverage through the Ocean County Joint Insurance Fund
- e. Retirement Plan through the State of New Jersey Public Employees Retirement System

The parties acknowledge and agree that the prescription coverage provided by the township is through the NJ State Health Benefits Plan (NJSHBP). The current co-pay amounts are \$1.00 generic and \$5.00 for name brand prescriptions. It is likely, however, that the NJSHBP will be implementing an increase in these co-pay amounts. As such, any increase in the employee co-pay for prescriptions (up to a maximum of \$5.00 generic and up to \$10.00 "name brand") implemented by the NJ State Health Benefits Plan shall become effective on the date that the NJ State Health Benefits Plan implements the increases PROVIDED that all 7 collective bargaining units agree to this change. If the State Health Benefits Plan does not implement an increase in the co-pay amounts and if all collective bargaining units do not agree, there shall be no change in the employee co-pay for prescriptions which shall then remain at \$1.00 generic and \$5.00 "name brand".

14.2 Effective 7/1/05, all employees shall be subject to the following premium co-pay amount through bi-weekly payroll deduction:

- \$30.00 per pay period for all full time employees with benefit coverage. Consistent with the NJ State Health Benefit Plan guidelines, the above-cited premium co-pay shall be inclusive of vision, dental, prescription and dependant health insurance benefit coverage and shall only go into effect provided that all 7 township collective bargaining units have agreed to the premium co-pay as shown above. Further, if all bargaining units do not agree then the co-pay amounts for dental and vision only shall be adjusted as follows as of 7/1/05:
  - ◆ Dental - \$2.50 per month for single coverage and \$6.50 per month for family coverage
  - ◆ Vision - \$2.25 per month

In addition, if the new premium co-pay amounts of \$30.00 per period go into effect as of 7/1/05, the township agrees to enhance the current dental plan by:

- ◆ Increasing the annual maximum from the current \$1,000 to \$2,000
- Increasing the orthodontic benefit from the current \$750 to \$2,000

**New Provision:** Effective 7/1/05, employees may voluntarily choose to participate in a medical flexible spending account program to be implemented by the township. The program permits employees to have a specified amount of pre-taxed salary to be deducted from their payroll check each pay period for the purpose of being reimbursed for eligible “out of pocket” medical expenses. Employees electing to participate in the program will be charged \$3.00 per month and must comply with all aspects of the program. This program is strictly voluntary.

## ARTICLE 15

### HOURS OF WORK/OVERTIME

15.1 The hours of work shall be 7:00 AM to 3:30 PM with a 60 minute lunch on the job, which will constitute an eight (8) hour working day, Monday through Friday. A fifteen (15) minute break in the morning shall be permitted. Scheduling of lunch and break times shall be at the discretion of the employer so as to not interrupt the work schedule.

15.2 Any work required outside of these hours will be paid at the rate of 1.5 times the regular straight time. Employees who are called out to work on an emergency, other than operators who are “on-call”, shall be entitled to a minimum of four (4) hours pay. Operators who are “on-call” shall be entitled to a minimum of two (2) hours pay for an emergency call out occurring prior to 10:00 PM. Operators who are “on-call” shall be entitled to a minimum of four (4) hours pay for an emergency call out occurring after 10:00 PM. Employees are not permitted to “pyramid” overtime during multiple emergency call outs on the same shift. Employees called out in case of an emergency shall be limited to the actual hours worked in excess of the minimum call out times stated above in the case of multiple call outs on the same shift.

15.2.1 After having worked 12 hours prior to the start of the normal work day (7:00 AM) any and all additional hours are to be paid at the rate of time and one-half until the end of the work day, after which time the rate shall be double-time, AND if an employee is required to work on Sunday or a holiday, he/she shall receive double time for all hours worked on a Sunday or holiday consistent with the provisions contained in the collective bargaining agreement with Teamsters Local 97.

15.3 Time spent by an employee in waiting for and receiving medical attention for an illness that began on the job or a work related injury shall be considered hours worked for pay purposes, until the end of the scheduled shift.

15.4 Unless an emergency has been declared by the Mayor of the Township due to an imminent health hazard, employees who have completed an extended continuous work period of sixteen (16) or more consecutive hours, excluding authorized time off for meals, shall be permitted at least eight (8) hours off duty time before they are required to start work again. If the required eight (8) hours off extends into the employee's next regularly scheduled work day, they shall be excused with pay at the straight time rate for that part of their regular work schedule necessary to make up the eight (8) hours off.

## **ARTICLE 16**

### **BULLETIN BOARD**

16.1 The Employer shall provide sufficient space for a Union bulletin board, all notices shall be posted by a Union representative. Any bulletin deemed controversial must have approval by the Employer. The Township reserves the right to remove the material from the bulletin board that is defamatory or objectionable, upon proper notice to the Union.

## **ARTICLE 17**

### **CALL OUT/PAGER**

17.1 Employees who are called out or are scheduled to work a Sunday shall be entitled to double (2) times their normal rate of pay.

17.2 Employees who are scheduled for on call shall receive eight (8) hours pay for Saturday and Sunday at the applicable rate and a minimum four (4) hours pay at the applicable rate for carrying a pager and doing rounds, during the evening hours.

17. The Township agrees to distribute overtime evenly within job classifications whenever possible.

## **ARTICLE 18**

### UNION SECURITY

18.1 The Employer agrees that it shall require as a condition of employment that all present employees and all new employees hereafter employed by the Employer in any class of work to which this agreement applies, shall no later than thirty (30) days after they are hired (1) become members of the Union or (2) maintain agency service fee status.

18.2 Any employee exempted from the provisions of this agreement who is transferred while this agreement is in effect to a class of work which is subject to the Union membership requirement, shall become a member of the Union or maintain agency service fee status within thirty (30) days after the effective date of such transfer.

18.3 Any employee of the Employer who at any time has been performing in a class of work which is subject to the Union membership requirements of this agreement, but who is subsequently transferred or promoted to a class of work which is not subject to the Union membership requirement of this agreement, shall have the right to withdraw from Union membership.

18.4 The Employer agrees to deduct from earned wages and remit to the Union (UWUA Local #503, Secretary Treasurer) the initiation fee, agency service fee and dues of employees. Certification shall be given to the Employer by the Union in writing on the amount of the deduction.

## **ARTICLE 19**

### PERSONNEL RECORDS

19.1 Employees and the Union with written approval from an employee shall have the right to review their personnel files upon reasonable written notice to the Employer. Copies of any documents will be provided upon payment of a reasonable charge for such copies.

## **ARTICLE 20**

### LEAVES OF ABSENCE

20.1 Family and Medical Leave and Family Leave Act: Employees are eligible for leaves of absence if they have completed at least one year of service (or a lesser amount if specified by law). All family and medical leave shall be unpaid. Health Insurance Benefits will be continued under the same condition as active employees. Arrangements may also be made with the Employer for the continuation of any other benefits during the leave period. Seniority will not continue to accrue during the leave period except for pension/retirement purposes (unless

specified by law).

20.2 When possible, requests for leave of absence or any extension of a leave of absence should be submitted in writing to the Employer thirty days prior to commencement of the leave period or extension.

20.3 Employees returning from a leave of absence will be reinstated to their same job or one of similar status and pay.

## **ARTICLE 21**

### PROMOTIONS AND VACANCIES

21.1 Vacancies in any positions or in newly created positions shall be posted for ten (10) working days in places accessible to employees. Applicants desiring to fill such vacancy or position shall apply in writing. The Employer shall post notice(s) of applicant(s) who have been chosen within thirty (30) days after the ten (10) day posting.

21.2 Employees bidding for a position or vacancy shall be considered on the basis of seniority and qualifications, which determination shall be made by the Employer. If qualifications are equal seniority shall be the determining factor.

## **ARTICLE 22**

### SENIORITY

22.1 Employee (s) seniority shall be defined as continuous service with the Employer. By mutual agreement of the parties, full-time service with the Stafford Municipal Utilities Authority shall be counted toward seniority.

22.2 An employee's length of continuous service and all employment rights shall terminate if he/she:

- a. Quits or resigns his/her employment;
- b. Is discharged or terminated for just cause;
- c. Retires;
- d. Is absent from work for fourteen (14) or more consecutive working days without notifying the Employer or without adequate reason if he/she does notify the Employer;
- e. Fails, without adequate reason, to report for work upon recall at the time specified by the Employer or to report for work at the expiration of a leave of absence granted by the Employer.
- f. If Employer declares his/her position vacant for cause.

22.3 When a reduction in forces becomes necessary the Employee with the least employee seniority shall be demoted or laid off first, within job classification. An employee displaced from a classification shall have the right to bump any employee with less employee seniority and keep their current rate of pay. Employees shall be recalled with the employee with the most employee seniority being recalled first.

### **ARTICLE 23**

#### SAFETY COMMITTEE

23.1 A Safety Committee has been established by the Township in accordance with the requirement of the Ocean County Joint Insurance Fund. The Township agrees to appoint a member of the bargaining unit to the Township Safety Committee.

### **ARTICLE 24**

#### UNION ACTIVITY

24.1 Union Officers and Stewards, Union officers and/or Stewards will be excused from duty, without pay, when required to conduct Union business other than with this Employer. Such excused absences will be in periods of half days or whole days unless the management determines in a particular case that the employee can be productively employed for a portion of such periods. Union officers and/or Stewards shall give management reasonable advance notice of their desire to be absent to conduct such Union business so that work schedules may be arranged accordingly. In no event will more than one (1) employee be absent from work at any one time to conduct such Union business. Union representatives and grievant will be allowed to attend jointly scheduled grievance meetings with management during working hours without loss of pay, for meetings and grievances.

24.2 Joint Meetings. When meetings are held during regular working hours, there shall be no deduction from the regular straight-time pay of grievants and/or Union officers and Stewards on account of time, spent by them attending such meetings. When such mutually agreed upon meetings are held outside regular working hours no employee shall receive any compensation on account of time spent by them attending such meeting.

24.3 List of Officers and Stewards. The union shall furnish the Employer with a written list of its local officers and Shop Stewards and shall promptly notify the Employer in writing of any changes therein. Only such listed Officers and Stewards shall be recognized by the Employer for purposes of joint meetings except that the Union may, in its discretion, be represented by counsel or other representatives of the National Union.

## **ARTICLE 25**

### EDUCATIONAL INCENTIVES

25.1 The Employer would like to encourage all Employees to continue to improve their knowledge base and work skills. To that end, Employees may take courses directly related to their area of job responsibility if approved in advance by the Employer. The Employer shall furnish forms to Employees for submitting written requests. Employees may request that the Township pay the tuition /registration fee in advance. The Employee must attain a passing grade and must submit proof of the passing grade to the Employer. If the Employee does not attain a passing grade, he/she must reimburse the Employer within six months. If the Employee does not reimburse the Township within six months, the Township shall have the right to withhold the reimbursement due from the Employee from the Employee's payroll checks. The Employer may furnish transportation or may authorize reimbursement to the Employee for transportation costs to and from school in accordance with the Township's travel policy. If the Employee has paid the cost/registration fees in advance, he/she shall submit to the Employer evidence of a passing grade, at which time the Employer will authorize reimbursement to the Employee. This policy includes tuition and transportation costs for Licensed Operators who are required to attain Continuing Education Units (CEU) each year.

## **ARTICLE 26**

### UNIFORMS

26.1 Each employee will receive the following allotment of clothing in lieu of a monetary stipend:

- a. Eleven (11) pair of dark blue pants
- b. Eleven (11) light blue shirts
- c. Five (5) pair of shorts
- d. Five (5) tee shirts

26.2 The shoe allowance shall be \$500.00 per employee per year. This amount shall be paid either directly to a township-approved vendor or to the employee to reimburse him/her for the costs advanced as evidence by a paid receipt and as approved by the township administrator. Effective 1/1/05, the shoe allowance of \$500.00 shall be expanded to cover all costs for shoes/boots, socks, and inclement weather gear including gloves and hats.

**ARTICLE 27**

LONGEVITY

27.1 The following schedule of benefits shall apply to employees hired after July 1, 2001:

Beginning on the 1 <sup>st</sup> day of the 5 <sup>th</sup> year	\$ 500.00
Beginning on the 1 <sup>st</sup> day of the 9 <sup>th</sup> year	\$1,000.00
Beginning on the 1 <sup>st</sup> day of the 13 <sup>th</sup> year	\$1,275.00
Beginning on the 1 <sup>st</sup> day of the 17 <sup>th</sup> year	\$2,000.00
Beginning on the 1 <sup>st</sup> day of the 20 <sup>th</sup> year	\$2,500.00

27.2 Employees hired before the effective date of this Agreement, July 1, 2001, shall be paid in addition to and together with their wages, additional compensation based upon the length of service with the Employer, as fixed and determined according to the following schedule:

Commencing on the 1 <sup>st</sup> day of the 5 <sup>th</sup> year	2% of employee base wages
Commencing on the 1 <sup>st</sup> day of the 9 <sup>th</sup> year	4% of employee base wages
Commencing on the 1 <sup>st</sup> day of the 13 <sup>th</sup> year	6% of employee base wages
Commencing on the 1 <sup>st</sup> day of the 17 <sup>th</sup> year	8% of employee base wages
Commencing on the 1 <sup>st</sup> day of the 20 <sup>th</sup> year	10% of employee base wages
Commencing on the 1 <sup>st</sup> day of the 24 <sup>th</sup> year	12% of employee base wages

27.3 Longevity pay shall be applied on the basis of employee's anniversary date of employment (date of hire) and shall commence at the adjusted rate of the pay period immediately following said anniversary date. Longevity shall be paid together with and in addition to the employees base wages. Time served as a full-time employee of the Stafford Municipal Utilities Authority shall count toward years of service for the purpose of calculating longevity.

**ARTICLE 28**

COMPLETE AGREEMENT

28.1 This Agreement contains and constitutes the complete and entire Agreement between the parties. No additions, waivers, deletions, changes or amendments of this Agreement shall be made during the life of this Agreement except by mutual written consent of the parties. If any provision of this Agreement is held to be invalid by a Court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

**ARTICLE 29**

MEAL PERIOD

- 29.1 When an employee has been called out for emergency work OR if the employee is required to “work through” their scheduled lunch or dinner break without corresponding time off at the end of the day, the township agrees to reimburse the employee for any meals that fall within that working time period at a rate of \$8.25 for breakfast, \$11.00 for lunch and \$25.00 for dinner. Receipts shall only be required when the employee does not receive corresponding time off at the end of the day.

**ARTICLE 30**

PRECEDENCE OF LAW AND REGULATIONS

- 30.1 This Agreement is subject to all applicable laws of the State of New Jersey as amended.

**ARTICLE 31**

NON-DISCRIMINATION

- 31.1 Neither the Union nor the Employer will discriminate against any employee because of race, color, national origin, handicap, religion, sex, age or sexual orientation.

**ARTICLE 32**

GENERAL

- 32.1 Employees in the following job classifications who are assigned to do work in one of the higher classifications shown in parentheses shall receive an additional stipend of \$1.00 per hour provided that they work at least four (4) hours in the higher classification:

**Laborer** (Working as a Mark Out Man, Meter Man or Backhoe Operator.)

**Mark Out Man** (Working as a Backhoe Operator.)

**Meter Man** (Working as a Backhoe Operator.)

If employees meet the four (4) hour minimum threshold they shall be paid the additional stipend for the entire workday.

### **ARTICLE 33**

#### LIGHT DUTY/RETURN TO WORK POLICY

33.1 The Township has adopted an Alternate Duty/Return to Work Policy which is designed to facilitate an employee's return to work. If an employee has secured a written release from his/her physician to return to work under "light duty" circumstances, the Township reserves the right to determine whether or not that employee should return to work under "light duty" or whether that employee is able to work on a full time basis. The Township reserves the right to require the employee to be examined by the Township's duly authorized and appointed physician in order to determine the ability of the employee to work on a full time basis.

### **ARTICLE 34**

#### PERSONAL LEAVE

34.1 Personal days: All employees shall be entitled to six (6) personal days per year which shall be used for personal business. Personal days shall not be accumulated from year to year and shall not be earned while on sick leave or disability leave, and shall be prorated to time worked in the current calendar year. Employees shall be permitted to redeem up to two (2) unused personal days per year. Written requests for utilization of personal days must be submitted to the superintendent on forms supplied by the township at least 5 working days in advance, unless in cases of unforeseen emergencies.

### **ARTICLE 35**

#### WORKERS COMPENSATION LEAVE

35.1 Payment of benefits under worker's compensation are designed to assist an employee in recovering from injuries sustained on the job. Employees are provided the right to utilize portions of their previously accrued sick days in order to then receive 100% of salary, coupled with benefits received because of Workers Compensation law. Those sick days utilized by the employee shall be duly noted and credited to the Township. The employee however must request in writing utilization of sick days, on a one-half (1/2) day per basis minimum, in order to supplement Workers Compensation benefits.

### **ARTICLE 36**

#### LICENSING

36.1 Any employee who receives or currently has a Commercial Driver's License (CDL) shall receive a yearly stipend of \$100.00 to compensate for the Township's ability to benefit from that training.

## **ARTICLE 37**

### RETIREMENT

37.1 The Employer shall provide, upon retirement, paid medical benefits to all employees who have successfully completed twenty-five (25) years of service, or are eligible for disability retirement, under the New Jersey Public Employees Retirement System. It is further understood that said insurance shall cover the spouse of said retiring employee, and dependents who are considered eligible for benefits under said medical and prescription plan.

37.2 Public Employees Retirement System: It is compulsory that all employees of the Employer enroll in the Public employee's Retirement System.

## **ARTICLE 38**

### CERTIFICATIONS FOR MECHANICS

38.1 Effective 1/1/05, the township will agree to an additional stipend of .60 per hours for any township mechanic that has earned the license of "Master Auto Technician" from the Automotive Service National Institute (A.S.E.) which includes the following 8 "Master" certifications in Engine Repair, Auto Trans/Transaxle, Manual Drive Train, Suspension and Steering, brakes, Electrical/Electronic Systems, Heating & Air Conditioning, Engine Performance.

**ARTICLE 39**

**DURATION**

39.1 The terms of this Agreement shall be from January 1, 2005 through December 31, 2008. Either party to this Agreement may initiate negotiations for a successor agreement by giving written notice to the other party on or after ninety (90) days before the expiration of this agreement.

IN WITNESS WHEREOF, the parties hereto sign this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**TOWNSHIP OF STAFFORD**

**UTILITY WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 503**

\_\_\_\_\_  
**CARL W. BLOCK, Mayor**

\_\_\_\_\_  
**Bargaining Committee**

\_\_\_\_\_  
**PAUL J. SHIVES, Director**  
**Water & Sewer Utility Department**

\_\_\_\_\_  
**Bargaining Committee**

\_\_\_\_\_  
**BERNADETTE M. PARK, Municipal Clerk**

\_\_\_\_\_  
National Representative