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2514

AGREEMENT BETWEEN

THE TOWNSHIP OF COMMERCIAL

CUMBERLAND COUNTY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO DISTRICT COUNCIL #71

PREAMBLE *Same*

THIS AGREEMENT ENTERED INTO THIS ----- DAY OF -----, BY AND BETWEEN THE TOWNSHIP OF COMMERCIAL HEREINAFTER CALLED THE TOWNSHIP, AND LOCAL 3779E WHICH IS AFFILIATED WITH DISTRICT COUNCIL #71 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, HEREINAFTER CALLED THE "UNION", HAS AS ITS PURPOSE THE PROMOTION OF HARMONIOUS RELATIONS BETWEEN THE TOWNSHIP AND THE UNION; THE ESTABLISHMENT OF AN EQUITABLE PROCEDURE FOR THE RESOLUTION OF GRIEVANCES AND THE ESTABLISHMENT OF RATES OF PAY, HOURS OF WORK, AND OTHER CONDITIONS OF EMPLOYMENT; AND REPRESENTS THE COMPLETE AND FINAL UNDERSTANDING ON ALL BARGAINABLE ISSUES BETWEEN THE TOWNSHIP AND UNION.

ARTICLE I - RECOGNITION *Same*

THE EMPLOYER RECOGNIZES THE UNION AS THE BARGAINING AGENT FOR THE PURPOSE OF ESTABLISHING SALARIES, WAGES, HOURS AND OTHER CONDITIONS OF EMPLOYMENT FOR ALL OF ITS EMPLOYEES IN THE CLASSIFICATIONS LISTED IN ARTICLE XVIII WHICH IS PART OF THIS AGREEMENT OR ANY NEWLY CREATED POSITIONS WITHIN THE PARAMETERS OF THE UNION'S CERTIFICATION.

ARTICLE II - CHECK OFF *Same*

A. THE TOWNSHIP AGREES TO DEDUCT FROM THE SALARIES OF ITS EMPLOYEES, WHO SIGN THE APPROPRIATE CARD, SUBJECT TO THIS AGREEMENT, DUES FOR AFSCME DISTRICT COUNCIL #71. SUCH DEDUCTIONS SHALL BE MADE IN COMPLIANCE WITH CHAPTER 123, PUBLIC LAWS OF 1974, N.J.C.S.A. (R.S.)52:14-15 9e, AS AMENDED AND MEMBERS SHALL BE ELIGIBLE TO WITHDRAW SUCH AUTHORITY DURING JULY OF EACH YEAR.

B. A CHECK OFF SHALL COMMENCE FOR EACH EMPLOYEE WHO SIGNS A PROPERLY DATED AUTHORIZATION CARD SUPPLIED BY THE UNION AND VERIFIED BY THE TREASURER OF THE COUNCIL DURING THE MONTH FOLLOWING THE FILING OF SUCH CARD WITH THE TOWNSHIP.

C. THE AGGREGATE DEDUCTIONS FROM ALL EMPLOYEES SHALL BE REMITTED TO THE TREASURER OF THE COUNCIL TOGETHER WITH THE LIST OF THE NAMES OF ALL EMPLOYEES FOR WHOM THE DEDUCTIONS WERE MADE BY THE FIFTEENTH (15TH) DAY OF THE SUCCEEDING MONTH AFTER SUCH DEDUCTIONS WERE MADE.

D. IF DURING THE LIFE OF THIS AGREEMENT THERE SHALL BE ANY CHANGE IN THE RATE OF MEMBERSHIP DUES, THE LOCAL UNION SHALL FURNISH THE TOWNSHIP WITH WRITTEN NOTICE THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH CHANGE AND SHALL FURNISH TO THE TOWNSHIP AN OFFICIAL NOTIFICATION ON THE LETTERHEAD OF THE LOCAL UNION AND SIGNED BY THE PRESIDENT OF THE LOCAL UNION ADVISING OF SUCH CHANGED DEDUCTION.

E. THE UNION WILL PROVIDE THE NECESSARY "CHECK-OFF" AUTHORIZATION FORM AND THE UNION WILL SECURE THE SIGNATURES OF ITS MEMBERS ON THE FORMS AND DELIVER THE SIGNED FORMS TO THE TOWNSHIP TREASURER.

ARTICLE III - AGENCY SHOP *Same*

A. THE TOWNSHIP AGREES TO DEDUCT THE FAIR SHARE FEE FROM THE EARNINGS OF THOSE EMPLOYEES WHO ELECT NOT TO BECOME MEMBERS OF THE UNION AND TRANSMIT THE FEE TO THE MAJORITY REPRESENTATIVE.

B. THE DEDUCTIONS SHALL COMMENCE FOR EACH EMPLOYEE WHO ELECTS NOT TO BECOME A MEMBER OF THE UNION DURING THE MONTH FOLLOWING WRITTEN NOTICE FROM THE UNION OF THE AMOUNT OF THE FAIR SHARE ASSESSMENT.

C. THE FAIR SHARE FEE FOR SERVICES RENDERED BY THE UNION SHALL BE IN THE AMOUNT EQUAL TO THE REGULAR MEMBERSHIP DUES. INITIATION FEES AND ASSESSMENTS OF THE UNION, LESS THE COST OF BENEFITS FINANCES THROUGH THE DUES AND AVAILABLE ONLY TO MEMBERS OF THE UNION, BUT IN NO EVENT SHALL THE FEE EXCEED EIGHTY-FIVE (85%) PERCENT OF THE REGULAR MEMBERSHIP DUES, FEES AND ASSESSMENTS.

D. THE SUM REPRESENTING THE FAIR SHARE FEE SHALL NOT REFLECT THE COSTS OF FINANCIAL SUPPORT OF POLITICAL CAUSES OF CANDIDATES, EXCEPT TO THE EXTENT THAT IT IS NECESSARY FOR THE UNION TO ENGAGE IN LOBBYING ACTIVITY DESIGNED TO FOSTER ITS POLICY GOALS IN COLLECTIVE NEGOTIATIONS AND CONTRACT ADMINISTRATION, AND TO SECURE THE EMPLOYEES IT REPRESENTS ADVANCES IN WAGES, HOURS AND OTHER CONDITIONS OF EMPLOYMENT WHICH ORDINARILY CANNOT BE SECURED THROUGH COLLECTIVE NEGOTIATIONS WITH THE TOWNSHIP.

E. THE UNION SHALL ESTABLISH AND MAINTAIN A PROCEDURE WHEREBY ANY INDIVIDUAL PAYING THE AGENCY FEE CAN CHALLENGE THE ASSESSMENT AS COMPUTED BY THE UNION. THIS APPEAL PROCEDURE SHALL IN NO WAY INVOLVE THE TOWNSHIP TO TAKE ANY ACTION.

ARTICLE IV - VACATIONS ^{Same}

A. ANNUAL VACATIONS SHALL BE GRANTED AS FOLLOWS:

AFTER SIXTH MONTH	1 WORKING DAY PER MONTH, UNTIL THE FIRST OF JANUARY
AFTER 1 YEAR AND UP TO 5 YEARS	13 WORKING DAYS
AFTER 5 YEARS AND UP TO 10 YEARS	16 WORKING DAYS
AFTER 10 YEARS AND UP TO 15 YEARS	18 WORKING DAYS
AFTER 15 YEARS	20 WORKING DAYS

IT IS UNDERSTOOD THAT A NEW EMPLOYEE SHALL NOT EARN VACATION TIME FOR THE FIRST SIX (6) MONTHS OF EMPLOYMENT.

B. AN EMPLOYEE SHALL BE ENTITLED TO FULL VACATION AS OF JANUARY 1, OF THE CALENDAR YEAR FOLLOWING THE DATE OF HIRE AND FOR ALL SUBSEQUENT CALENDAR YEARS.

C. FINAL APPROVAL OF ALL VACATION SCHEDULES SHALL BE MADE BY THE DEPARTMENT SUPERVISOR BASED UPON THE MAN-POWER NEEDS OF THE DEPARTMENT. ORDINARILY, NO MORE THAN TWO CONSECUTIVE WEEKS MAY BE TAKEN.

D. WHERE IN ANY CALENDAR YEAR THE VACATION OR ANY PART THEREOF IS NOT GRANTED BY REASON OF PRESSURE OF TOWNSHIP BUSINESS, SUCH VACATION PERIODS OR PARTS THEREOF NOT GRANTED SHALL ACCUMULATE AND SHALL BE GRANTED DURING THE NEXT SUCCEEDING CALENDAR YEAR ONLY. ANY VACATION DAYS CARRIED OVER INTO THE NEXT SUCCEEDING YEAR SHALL BE CONSIDERED THE FIRST VACATION DAYS USED IN THAT SUCCEEDING YEAR. ALL VACATION TIME ACCUMULATED THROUGH THE END OF 1994 MUST BE USED DURING 1995 OR LOST. ALL TIME ACCUMULATED DURING 1995 AND LATER YEARS MUST BE USED BY APRIL 1 OF THE FOLLOWING YEAR OR LOST.

E. ANY EMPLOYEE WHO TERMINATES EMPLOYMENT WITH THE TOWNSHIP SHALL BE ENTITLED TO VACATION TIME AND/OR VACATION PAY ON A PRO-RATED BASIS.

F. PART-TIME PERMANENT EMPLOYEES SHALL BE ENTITLED TO VACATION LEAVE ON A PRO-RATED BASIS.

ARTICLE V - HOLIDAYS *Same*

A. THE FOLLOWING DAYS ARE RECOGNIZED AS PAID HOLIDAYS:

✓NEW YEARS DAY	✓MEMORIAL DAY
✓MARTIN LUTHER KING DAY	✓FOURTH OF JULY
✓PRESIDENT'S DAY	✓LABOR DAY
✓LINCOLN'S BIRTHDAY	✓GENERAL ELECTION DAY
✓GOOD FRIDAY	✓VETERAN'S DAY
✓THANKSGIVING DAY	✓CHRISTMAS DAY
✓FRIDAY AFTER THANKSGIVING DAY	DAY AFTER CHRISTMAS
DAY BEFORE CHRISTMAS	✓COLUMBUS DAY

B. HOLIDAYS WHICH FALL ON A SATURDAY SHALL BE CELEBRATED ON THE PRECEDING FRIDAY. HOLIDAYS WHICH FALL ON A SUNDAY SHALL BE CELEBRATED ON THE FOLLOWING MONDAY. HOLIDAYS WHICH FALL WITHIN AN EMPLOYEE'S VACATION PERIOD SHALL BE CELEBRATED, AT THE EMPLOYEE'S OPTION, EITHER IMMEDIATELY BEFORE, OR IMMEDIATELY AFTER THEIR VACATION PERIOD.

ARTICLE VI - SICK LEAVE *Same*

A. SICK LEAVE FOR PURPOSES HEREIN IS DEFINED TO MEAN ABSENCE OF ANY EMPLOYEE FROM DUTY BECAUSE OF PERSONAL ILLNESS WHICH PREVENTS THEIR DOING THE USUAL DUTIES OF THE POSITION, EXPOSURE TO CONTAGIOUS DISEASE, OR A SHORT PERIOD OF EMERGENCY ATTENDANCE UPON A MEMBER OF THEIR IMMEDIATE FAMILY (AS DEFINED) WHO IS CRITICALLY ILL/AND REQUIRES THE PRESENCE OF THE EMPLOYEE.

B. IMMEDIATE FAMILY IS DEFINED TO INCLUDE MOTHER AND FATHER, MOTHER AND FATHER IN-LAW, BROTHER AND SISTER, SPOUSE, CHILDREN AND FOSTER CHILDREN OF THE EMPLOYEE WHO RESIDE IN THE HOME.

C. EMPLOYEES IN THE TOWNSHIP SERVICE SHALL BE ENTITLED TO THE FOLLOWING SICK LEAVE WITH PAY:

1. ONE (1) WORKING DAY SICK LEAVE WITH PAY FOR EACH MONTH OF SERVICE, FROM THE DATE OF PERMANENT APPOINTMENT, UP TO AND INCLUDING THE ANNIVERSARY OF SUCH APPOINTMENT, AND FIFTEEN (15) DAYS SICK LEAVE WITH PAY, ANNUALLY THEREAFTER.

IF ANY EMPLOYEE REQUIRES NONE OR ONLY A PORTION OF SUCH ALLOWABLE SICK LEAVE FOR ANY CALENDAR YEAR, THE AMOUNT OF SUCH LEAVE NOT TAKEN SHALL ACCUMULATE TO HIS CREDIT FROM YEAR TO YEAR, AND THEY SHALL BE ENTITLED TO SUCH ACCUMULATED SICK LEAVE WITH PAY, WHEN NEEDED.

D. IF ANY EMPLOYEE IS ABSENT FOR THREE (3) CONSECUTIVE WORKING DAYS FOR REASONS SET FORTH IN THE ABOVE RULE, THE TOWNSHIP OR THEIR DESIGNEES MAY REQUIRE ACCEPTABLE MEDICAL EVIDENCE. WHEN AN ILLNESS IS OF A CHRONIC OR RECURRING NATURE CAUSING OCCASIONAL ABSENCES OF ONE DAY OR LESS, ONE PROOF OF ILLNESS SHALL BE REQUIRED FOR EVERY SIX MONTH PERIOD. THE PROOF OF ILLNESS MUST SPECIFY THE NATURE OF THE ILLNESS AND THAT "IS LIKELY TO CAUSE PERIODIC ABSENCES FROM EMPLOYMENT.

E. AT FULL RETIREMENT, AND AFTER A MINIMUM OF TEN YEARS OF SERVICE AND REACHING A MINIMUM AGE OF 55 YEARS, FULL TIME EMPLOYEES WILL BE GRANTED 1/2 THEIR UNUSED ACCUMULATED SICK LEAVE AT THE THEN CURRENT RATE OF PAY, OR UPON DEATH, THE MONEY WILL BE PAID TO THEIR ESTATE.

F. PART-TIME EMPLOYEES WILL BE ENTITLED TO SICK LEAVE ON A PRO-RATED BASIS.

ARTICLE VII - PERSONAL DAYS *Same*

A. PERMANENT FULL-TIME EMPLOYEES SHALL BE ENTITLED TO ONE (1) PERSONAL DAY FOR EVERY FOUR (4) MONTHS FROM THE DATE OF PERMANENT APPOINTMENT UP TO AND INCLUDING DECEMBER 31ST NEXT FOLLOWING SUCH DATE OF APPOINTMENT, AND THREE (3) PERSONAL DAYS DURING EACH CALENDAR YEAR THEREAFTER. PERSONAL DAYS SHALL BE NON ACCUMULATIVE.

PERMANENT PART-TIME EMPLOYEES SHALL BE ENTITLED TO PERSONAL DAYS ON A PRO-RATED BASIS.

THE FULL PERSONAL DAY ALLOTMENT FOR EACH YEAR IS AVAILABLE ON JANUARY 1 AND IS NOT EARNED ON A PRO-RATED BASIS. IF THE EMPLOYEE RESIGNS OR IS TERMINATED, ALL REMAINING PERSONAL DAYS ARE LOST.

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B. AN EMPLOYEE WHO PLANS TO USE A PERSONAL DAY SHALL NOTIFY THE DEPARTMENT HEAD OR DESIGNATED REPRESENTATIVE BY TELEPHONE, IN PERSON, OR BY PERSONAL MESSENGER, AT LEAST TWENTY-FOUR HOURS IN ADVANCE, UNLESS THERE IS AN UNFORESEEN OCCURRENCE WHICH NECESSITATES THE PRESENCE OF THE EMPLOYEE.

ARTICLE VIII - BEREAVEMENT LEAVE *Same*

A. IN THE EVENT OF DEATH OF THE EMPLOYEE'S SPOUSE, CHILD, PARENTS, BROTHER, SISTER, GRANDPARENTS, LEGAL GUARDIAN OR GUARDIANS, MOTHER-IN-LAW AND FATHER-IN-LAW, OR RELATIVES RESIDING IN THE HOUSEHOLD OF THE EMPLOYEE, PERMANENT EMPLOYEES SHALL BE GRANTED TIME OFF WITHOUT LOSS OF PAY FROM THE DAY OF DEATH OR THE DAY OF THE FUNERAL, BUT IN NO EVENT SHALL SAID LEAVE EXCEED FOUR (4) WORKING DAYS.

ARTICLE IX - LEAVE WITHOUT PAY *Same*

A. THE TOWNSHIP MAY GRANT THE PRIVILEGE OF A LEAVE OF ABSENCE WITHOUT PAY UPON APPROVAL OF MAYOR AND COMMITTEE TO A PERMANENT EMPLOYEE FOR A PERIOD NOT TO EXCEED SIX MONTHS AT ANY ONE TIME. SUCH LEAVES OF ABSENCE MAY BE RENEWED FOR AN ADDITIONAL PERIOD NOT TO EXCEED SIX MONTHS BY FORMAL ACTION OF THE DEPARTMENT HEAD WITH APPROVAL OF THE TOWNSHIP COMMITTEE. NO FURTHER RENEWAL MAY BE GRANTED. ALL LEAVES OF ABSENCE SHALL BE GRANTED IN WRITING OR SHALL NOT BE OFFICIAL AND BINDING.

ARTICLE X - TEMPORARY DISABILITY LEAVE

A. ANY FULL-TIME EMPLOYEE WITH AT LEAST SIX MONTHS SENIORITY MAY REQUEST A TEMPORARY DISABILITY LEAVE WITHOUT PAY.

B. SUCH LEAVE WILL BE GRANTED FOR A PERIOD OF UP TO SIX MONTHS BASED ON A CERTIFICATION BY A LICENSED PHYSICIAN.

C. ANY EMPLOYEE RECEIVING TEMPORARY DISABILITY LEAVE FOR UP TO SIX MONTHS WILL CONTINUE TO RECEIVE PAID MEDICAL BENEFITS WHILE ON LEAVE.

D. DURING ANY TEMPORARY DISABILITY LEAVE OF UP TO SIX MONTHS, THE EMPLOYEE'S PENSION ACCOUNT WILL BE FROZEN AND ANNIVERSARY DATE WILL REMAIN UNCHANGED IN COMPUTATION OF ALL COMPENSATION AND BENEFITS.

E. AN EMPLOYEE WHO IS ON TEMPORARY DISABILITY LEAVE MAY BE ASSIGNED TO DUTIES IN A DIFFERENT POSITION OR DEPARTMENT IF THE EMPLOYEE'S PHYSICIAN STATES THERE ARE NO MEDICAL REASONS NOT TO MAKE THE TEMPORARY ASSIGNMENT AND IF THE EMPLOYEE IS OTHERWISE QUALIFIED FOR ASSIGNMENT.

F. AN EMPLOYEE WILL USE ALL ACCRUED SICK AND VACATION TIME PRIOR TO TAKING TEMPORARY DISABILITY LEAVE.

G. EMPLOYEES MAY REQUEST A FURTHER SIX MONTH TEMPORARY DISABILITY LEAVE BUT SUCH LEAVE WILL BE SUBJECT TO APPROVAL BY THE MAYOR AND COMMITTEE. PAID BENEFITS AND SENIORITY WILL NOT BE MAINTAINED DURING ANY EXTENSION OF THIS TIME.

H. TEMPORARY DISABILITY LEAVE IS PROVIDED SO THAT AN EMPLOYEE'S POSITION WITH THE TOWNSHIP IS SECURE FOR A SPECIFIED PERIOD OF TIME IN THE EVENT THE EMPLOYEE IS TEMPORARILY DISABLED.

ARTICLE XI - CHILDBIRTH LEAVE

A. PERMANENT EMPLOYEES OF THE TOWNSHIP ARE ELIGIBLE FOR AN UNPAID SIX MONTH LEAVE OF ABSENCE FOR CHILDBIRTH. THE LEAVE SHALL BE TAKEN AT A TIME DETERMINED BY THE EMPLOYEE IN CONJUNCTION WITH AND CONFIRMED BY WRITTEN VERIFICATION FROM THE PHYSICIAN. IF EXTENDED LEAVE IS REQUIRED, AN ADDITIONAL SIX MONTHS MAY BE CONSIDERED AT THE REQUEST OF THE EMPLOYEE FOR APPROVAL BY THE TOWNSHIP COMMITTEE.

B. EMPLOYEES WHO HAVE ACCUMULATED VACATION OR SICK TIME OR COMPENSATORY TIME, MAY USE SUCH TIME FOR CHILDBIRTH PURPOSES PRIOR TO OR IMMEDIATELY FOLLOWING SUCH LEAVE.

ARTICLE XII - JURY DUTY

A. IN THE EVENT THAT AN EMPLOYEE IS CALLED TO JURY DUTY, HE/SHE WILL BE GRANTED TIME OFF WITH PAY AS THE COURT REQUIRES. ABSENCE FROM WORK WILL NOT BE COUNTED AGAINST REGULAR VACATION PERIOD OR SICK LEAVE ACCUMULATION. THE EMPLOYEE WILL BE PAID ONLY FOR THAT TIME ACTUALLY REQUIRED TO SERVE ON JURY DUTY.

ARTICLE XIII - MILITARY LEAVE

A. ANY FULL-TIME EMPLOYEE WHO IS A MEMBER OF THE NATIONAL GUARD OR RESERVE COMPONENTS OF THE MILITARY OR NAVAL SERVICE OF THE UNITED STATES AND IS REQUIRED TO PERFORM ACTIVE DUTY FOR TRAINING PERIODS SHALL BE GRANTED A LEAVE OF ABSENCE WITH PAY FOR THE PERIOD OF SUCH TRAINING, NOT TO EXCEED NINETY (90) DAYS. THE AMOUNT OF SUCH PAID LEAVE, UNLESS THE EMPLOYEE ELECTS TO USE THEIR ANNUAL VACATION LEAVE, SHALL BE THE DIFFERENCE BETWEEN THE EMPLOYEES SALARY FOR THE LEAVE PERIOD AND THE AMOUNT OF MONEY RECEIVED FROM THE STATE OR FEDERAL GOVERNMENT FOR SUCH SERVICE. ANY ADDITIONAL TIME WILL BE GRANTED AT THE DISCRETION OF THE MAYOR AND COMMITTEE.

B. EMPLOYEES MUST PRESENT OFFICIAL CERTIFICATION TO THEIR DEPARTMENT HEAD IMMEDIATELY UPON RECEIPT OF CALL OF DUTY.

ARTICLE XIV - INSURANCE

A. ALL PERMANENT FULL TIME EMPLOYEES OF THE TOWNSHIP WILL BE PROVIDED WITH BLUE CROSS, BLUE SHIELD, RIDER J AND MAJOR MEDICAL COVERAGE SERIES 14/20 PAID FOR IN FULL BY THE TOWNSHIP FOR EMPLOYEE AND FAMILY. IN ADDITION THE TOWNSHIP WILL ALSO PROVIDE A FULLY PAID LIFE INSURANCE POLICY FOR EACH EMPLOYEE IN THE AMOUNT OF \$10,000.00 INCLUDING ACCIDENTAL DEATH AND DISMEMBERMENT.

B. THE TOWNSHIP AGREES TO PAY FOR HMO AS OPPOSED TO THE BLUE CROSS, BLUE SHIELD IN "A" ABOVE.

C. THE TOWNSHIP WILL SUPPLY A PRESCRIPTION DRUG PLAN WITH A CO-PAY OF NOT MORE THAN FIVE DOLLARS PER PRESCRIPTION BEGINNING IN 1995.

ARTICLE XV - WORKERS COMPENSATION

A. WHEN AN EMPLOYEE SUSTAINS A JOB RELATED INJURY, HE/SHE IS TO RECEIVE HIS/HER SALARY FROM THE TOWNSHIP. HE/SHE AGREES TO ENDORSE OVER TO THE TOWNSHIP, ALL MONIES REIMBURSED TO HIM/HER BY WORKERS COMPENSATION, WHILE ON TEMPORARY DISABILITY.

ARTICLE XVI - WORK WEEK/OVERTIME

THE WORK WEEK SHALL CONSIST OF FIVE (5) DAYS, MONDAY THRU FRIDAY. THE WORK SCHEDULE FOR THESE DAYS SHALL BE 8:00 A.M. THROUGH 4:00 P.M. WITH ONE HOUR LUNCH PERIOD BEING STAGGERED FOR ALL EMPLOYEES IN TOWNSHIP HALL; AND 7:00 A.M THROUGH 3:30 P.M. WITH ONE HALF HOUR FOR LUNCH IN THE ROAD DEPARTMENT.

A. ALL HOURS IN EXCESS OF A FORTY (40) HOUR WORK WEEK IN THE ROAD DEPARTMENT OR THIRTY-FIVE (35) HOUR WORK WEEK IN THE TOWNSHIP HALL, SHALL BE CONSIDERED OVERTIME AND SHALL BE COMPENSATED AT ONE AND ONE HALF (1 1/2) THE REGULAR HOURLY RATE.

B. TIME AND ONE HALF (1 1/2) THE EMPLOYEES REGULAR RATE OF PAY SHALL BE PAID FOR WORK UNDER ANY OF THE FOLLOWING CONDITIONS:

1. ALL WORK PERFORMED IN EXCESS OF FORTY (40) HOURS IN A WORK WEEK FOR THE ROAD DEPARTMENT.
2. ALL WORK PERFORMED IN EXCESS OF THIRTY-FIVE (35) HOURS IN A WORK WEEK FOR THE TOWNSHIP HALL.
3. ALL WORK PERFORMED ON SATURDAY.

C. DOUBLE TIME THE EMPLOYEES REGULAR RATE OF PAY SHALL BE PAID FOR ALL WORK PERFORMED UNDER ANY OF THE FOLLOWING CONDITIONS:

1. ALL WORK PERFORMED ON SUNDAY.
2. FOR HOLIDAYS, IN ADDITION TO THE HOLIDAY PAY.

D. ALL OVERTIME WILL BE PAID IN ACCORDANCE WITH THE SALARY AGREED UPON FOR THE CURRENT YEAR OF THE CONTRACT.

E. TIME PAID FOR (WHETHER OR NOT WORKED BUT NOT INCLUDING OVERTIME) WILL BE CONSIDERED AS TIME WORKED FOR THE PURPOSE OF COMPUTING OVERTIME PAY IN ACCORDANCE WITH THIS ARTICLE.

F. INSOFAR AS PRACTICABLE, OVERTIME SHALL BE DISTRIBUTED AS EQUALLY AS POSSIBLE AMONG EMPLOYEES WITHIN THE SAME CLASSIFICATION. OVERTIME WILL BE ROTATED WITH THE MORE SENIOR EMPLOYEE BEING GIVEN THE OPPORTUNITY OF WORKING SUCH OVERTIME PROVIDED THE EMPLOYEE HAS THE ABILITY TO PERFORM THE WORK REQUIRED.

ARTICLE XVII - CALL IN TIME

A. ANY EMPLOYEE IN THE ROAD DEPARTMENT HAVING COMPLETED HIS SCHEDULED WORK DAY AND IS DISMISSED AT THE END THEREOF, WHO IS RECALLED TO WORK, SHALL RECEIVE A MINIMUM OF FOUR (4) HOURS PAY AT THE OVERTIME RATE OF TIME AND ONE HALF. AFTER FOUR (4) HOURS OF WORK, SAID EMPLOYEE SHALL RECEIVE A MINIMUM OF EIGHT (8) HOURS AT THE OVERTIME RATE.

IF AN EMPLOYEE IN THE ROAD DEPARTMENT IS CALLED TO WORK ON AN UNSCHEDULED SUNDAY OR HOLIDAY, HE/SHE SHALL BE PAID AT THE RATE OF DOUBLE TIME, FOR THE ABOVE MENTIONED MINIMUMS.

B. ANY EMPLOYEE, OTHER THAN THE ROAD DEPARTMENT EMPLOYEES, HAVING COMPLETED HIS/HER SCHEDULED WORK DAY AND IS DISMISSED AT THE END THEREOF, WHO IS RECALLED TO WORK, SHALL RECEIVE A MINIMUM OF TWO (2) HOURS PAY AT THE OVERTIME RATE OF TIME AND ONE HALF. AFTER TWO (2) HOURS OF WORK, SAID EMPLOYEE SHALL RECEIVE A MINIMUM OF FOUR (4) HOURS PAY AT THE OVERTIME RATE.

IF AN EMPLOYEE IS CALLED INTO WORK ON AN UNSCHEDULED SUNDAY OR HOLIDAY, HE/SHE SHALL BE PAID AT THE RATE OF DOUBLE TIME FOR THE ABOVE MENTIONED MINIMUMS.

ARTICLE XVIII - RATES OF PAY

A. ALL UNIT EMPLOYEES WILL RECEIVE A FOUR PERCENT (4%) INCREASE FOR 1994, A FOUR PERCENT (4%) INCREASE FOR 1995 AND A FOUR PERCENT (4%) INCREASE FOR 1996. ALL INCREASES WILL BE ADDED TO THE BASE SALARIES.

EFFECTIVE JANUARY 1, 1994 THE FOLLOWING SALARIES SHALL BE IN EFFECT.

TITLE	
TAX ASSESSOR	\$14,286
TAX COLLECTOR	\$23,130
DEPUTY TAX COLLECTOR	\$19,503
COURT ADMINISTRATOR	\$24,158
DEPUTY COURT ADMINISTRATOR	\$16,547
SECRETARIAL/RECEPTIONIST	\$16,547
CONSTRUCTION OFFICIAL	\$16,248
HOUSING & ZONING OFFICIAL/RENTAL	\$ 7,092
SEC. TO CONSTRUCTION OFFICIAL	\$15,540
FIRE SUBCODE OFFICIAL	\$ 1,762
PLUMBING SUBCODE OFFICIAL	\$ 2,130
ROAD DEPARTMENT LEADMAN	\$26,678
LABORER A/EQUIPMENT OPERATOR	* \$24,246
DOG WARDEN	* \$ 4,630 (5.00 PER DOG)
LABORER B/TRUCK DRIVER	\$17,035
PART TIME SECRETARY	\$ 7.05 PER HOUR
WELFARE DIRECTOR	\$ 4,838
CHIEF FINANCE OFFICER	\$14,040
PAYROLL ^{Attendance} CLERK	\$ 520
ELECTRICAL INSPECTOR	\$ 4,914
ELEVATOR INSPECTOR	\$ 164.

EFFECTIVE JANUARY 1, 1995 THE FOLLOWING SALARIES SHALL BE IN EFFECT.

TITLE	
TAX ASSESSOR	\$14,858
TAX COLLECTOR	\$24,055
DEPUTY TAX COLLECTOR	\$20,283
COURT ADMINISTRATOR	\$25,124
DEPUTY COURT ADMINISTRATOR	\$17,209
SECRETARIAL/RECEPTIONIST	\$17,209
CONSTRUCTION OFFICIAL	\$16,898
HOUSING & ZONING OFFICIAL/RENTAL	\$ 7,375
SEC. TO CONSTRUCTION OFFICIAL	\$16,161
FIRE SUBCODE OFFICIAL	\$ 1,832
PLUMBING SUBCODE OFFICIAL	\$ 2,215
ROAD DEPARTMENT LEADMAN	\$27,745
LABORER A/EQUIPMENT OPERATOR	\$25,215
DOG WARDEN	\$ 4,815(5.00 PER DOG)
LABORER B/TRUCK DRIVER	\$17,717
PART TIME SECRETARY	\$ 7.33 PER HOUR
WELFARE DIRECTOR	\$ 5,032
CHIEF FINANCE OFFICER	\$14,602
<i>Attendance Clerk</i>	<i>540</i>
ELECTRICAL INSPECTOR	\$ 5,111
ELEVATOR INSPECTOR	\$ 171.

EFFECTIVE JANUARY 1, 1996 THE FOLLOWING SALARIES SHALL BE IN EFFECT.

TITLE	
TAX ASSESSOR	\$15,542
TAX COLLECTOR	\$25,017
DEPUTY TAX COLLECTOR	\$21,095
COURT ADMINISTRATOR	\$26,129
DEPUTY COURT ADMINISTRATOR	\$17,898
SECRETARIAL/RECEPTIONIST	\$18,460 17,898
CONSTRUCTION OFFICIAL	\$17,574
HOUSING & ZONING OFFICIAL/RENTAL	\$ 7,670
SEC. TO CONSTRUCTION OFFICIAL	\$16,808
FIRE SUBCODE OFFICIAL	\$ 1,906
PLUMBING SUBCODE OFFICIAL	\$ 2,304
ROAD DEPARTMENT LEADMAN	\$28,855
LABORER A/EQUIPMENT OPERATOR	\$26,224
DOG WARDEN	\$ 5,008 (5.00 PER DOG)
LABORER B/TRUCK DRIVER	\$18,425
PART TIME SECRETARY	\$ 7.62 PER HOUR
WELFARE DIRECTOR	\$ 5,233
CHIEF FINANCE OFFICER	\$15,186
<i>Attendance Clerk</i>	562.
ELECTRICAL INSPECTOR	\$ 5,315
ELEVATOR INSPECTOR	\$ 178.

THE FOLLOWING ADDITIONAL SALARIES SHALL BE PAID TO THE FOLLOWING EMPLOYEES FOR SERVICES RENDERED TO MAURICE RIVER TOWNSHIP FOR SO LONG AS SUCH SALARIES REMAIN IN EFFECT UNDER THE INTERLOCAL GOVERNMENT SERVICES AGREEMENT FOR A JOINT CONSTRUCTION CODE AGENCY WITH MAURICE RIVER TOWNSHIP.

BUILDING SUB-CODE OFFICIAL AND CONSTRUCTION OFFICIAL	\$8,500
ELECTRICAL SUB-CODE OFFICIAL	\$3,800
PLUMBING SUB-CODE OFFICIAL	\$1,400
FIRE SUB-CODE OFFICIAL	\$1,000

ARTICLE XIX - LONGEVITY

A. EFFECTIVE JANUARY 1, 1993, EMPLOYEES SHALL RECEIVE LONGEVITY PAY IN ACCORDANCE WITH THEIR YEARS OF SERVICE FROM THE EFFECTIVE DATE OF THEIR PERMANENT APPOINTMENT, TO BE COMPUTED AS FOLLOWS:

- 2% OF BASE PAY MAX. \$400. AFTER 5 YEARS OF SERVICE
- 4% OF BASE PAY MAX. \$600. AFTER 10 YEARS OF SERVICE
- 6% OF BASE PAY MAX. \$800. AFTER 15 YEARS OF SERVICE
- 8% OF BASE PAY MAX. \$1000. AFTER 20 YEARS OF SERVICE
- 10% OF BASE PAY MAX. \$1200. AFTER 25 YEARS OF SERVICE

B. LONGEVITY PAYMENTS ARE TO BE PAID IN THE FIRST PAY IN DECEMBER OF EACH YEAR.

ARTICLE XX - GRIEVANCE PROCEDURE

A. PURPOSE

1. THE PURPOSE OF THIS PROCEDURE IS TO SECURE, AT THE LOWEST POSSIBLE LEVEL, AN EQUITABLE SOLUTION TO THE PROBLEMS WHICH MAY ARISE AFFECTING THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO RESOLVE GRIEVANCES AS SOON AS POSSIBLE SO AS TO ASSURE EFFICIENCY AND PROMOTE EMPLOYEES MORALE. THE PARTIES AGREE THAT THIS PROCEDURE SHALL BE KEPT AS INFORMAL AS MAY BE APPROPRIATE.

2. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS LIMITING THE RIGHT OF ANY EMPLOYEE HAVING A GRIEVANCE TO DISCUSS THE MATTER INFORMALLY WITH HIS/HER DEPARTMENT HEAD.

B. DEFINITION

1. 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, POLICIES AND ADMINISTRATIVE DECISIONS AFFECTING THEM.

C. METHOD

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 AGGRIEVED OR THE UNION SHALL INSTITUTE ACTION UNDER THE PROVISIONS HEREOF WITHIN THIRTY (30) WORKING DAYS AFTER THE EVENT GIVING RISE TO THE GRIEVANCE HAS OCCURRED OR KNOWLEDGE THEREOF, 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. FAILURE TO ACT WITHIN SAID THIRTY (30) WORKING DAYS SHALL BE DEEMED TO CONSTITUTE AN ABANDONMENT OF THE GRIEVANCE.

STEP TWO: IF NO AGREEMENT CAN BE REACHED ORALLY WITHIN FIVE (5) WORKING DAYS OF THE INITIAL DISCUSSION WITH THE DEPARTMENT HEAD, THE EMPLOYEE OR THE UNION MAY PRESENT THE GRIEVANCE IN WRITING WITHIN TWENTY (20) WORKING DAYS THEREAFTER TO THE DEPARTMENT DIRECTOR. THE DEPARTMENT DIRECTOR WILL ANSWER THE GRIEVANCE IN WRITING WITHIN FIVE (5) WORKING DAYS OF RECEIPT OF THE WRITTEN GRIEVANCE.

STEP THREE: IF THE EMPLOYEE OR THE UNION WISHES TO APPEAL THE DECISION OF THE DEPARTMENT DIRECTOR, SUCH APPEAL SHALL BE PRESENTED IN WRITING TO THE TOWNSHIP COUNCIL WITHIN TWENTY (20) WORKING DAYS THEREAFTER. THE TOWNSHIP COUNCIL SHALL REVIEW THE MATTER AND MAKE A DETERMINATION IN WRITING WITHIN TEN (10) WORKING DAYS FROM RECEIPT OF THE GRIEVANCE.

STEP FOUR: IF THE GRIEVANCE IS NOT SETTLED THROUGH THE INTERVENING STEPS, EITHER PARTY SHALL HAVE THE RIGHT TO SUBMIT THE DISPUTE TO ARBITRATION. THE DISPUTE SHALL BE SUBMITTED TO ARBITRATION PURSUANT TO THE RULES AND REGULATIONS OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION. THE COST FOR THE SERVICES OF THE ARBITRATOR SHALL BE BORNE EQUALLY BY THE TOWNSHIP AND UNION. NO EMPLOYEE SHALL BE DENIED HIS COMPENSATION FOR APPEARANCE AS A WITNESS IN ACCORDANCE WITH THIS ARTICLE. ANY OTHER EXPENSE, INCLUDING BUT NOT LIMITED TO THE PRESENTATION OF NON-TOWNSHIP EMPLOYEE WITNESS, SHALL BE PAID BY THE PARTIES INCURRING SAME.

D. UPON PRIOR NOTICE TO AND AUTHORIZATION OF THE DEPARTMENT HEAD, THE DESIGNATED UNION REPRESENTATIVE SHALL BE PERMITTED AS MEMBER OF THE GRIEVANCE COMMITTEE TO CONFER WITH EMPLOYEES AND THE TOWNSHIP 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 TOWNSHIP OR REQUIRE THE RECALL OF OFF-DUTY EMPLOYEES.

E. AGENTS OF THE UNION, WHO ARE NOT EMPLOYEES OF THE TOWNSHIP MAY BE PERMITTED TO VISIT THE EMPLOYEES DURING WORKING HOURS AT THEIR WORK STATIONS FOR THE PURPOSE OF DISCUSSING UNION REPRESENTATION MATTERS; AS LONG AS SUCH RIGHT IS REASONABLY EXERCISED AND PROVIDED FURTHER THAT THERE IS NO UNDUE INTERFERENCE WITH THE TOWNSHIP WORK BY SUCH AGENTS.

F. THE TOWNSHIP AND THE UNION FURTHER AGREE TO GIVE REASONABLE CONSIDERATION TO REQUEST OF EITHER PARTY FOR MEETINGS TO DISCUSS GRIEVANCES PENDING AT ANY STEP.

G. EMPLOYEES ARE ENTITLED TO UNION REPRESENTATION AT EACH AND EVERY STEP OF THE GRIEVANCE PROCEDURE.

H. IF A DECISION IS NOT RENDERED WITHIN THE TIME LIMITS PRESCRIBED FOR DECISION AT ANY STEP IN THE GRIEVANCE PROCEDURE, THEN THE GRIEVANCE SHALL BE DEEMED TO HAVE BEEN DENIED.

ARTICLE XXI - UNION BUSINESS

A. WHENEVER ANY EMPLOYEE OF THE TOWNSHIP WHO IS A REPRESENTATIVE OF THE UNION IS MUTUALLY SCHEDULED TO PARTICIPATE DURING WORKING HOURS IN NEGOTIATIONS, GRIEVANCE PROCEEDINGS, CONFERENCES OR MEETINGS, HE/SHE SHALL SUFFER NO LOSS IN REGULAR PAY OR BE CHARGED FOR SICK LEAVE OR VACATION LEAVE.

B. PARAGRAPH A SHALL NOT BE INTERPRETED TO REQUIRE MEETINGS TO BE HELD DURING WORK HOURS AND THERE SHALL BE NO COMPENSATION FOR MEETINGS OTHER THAN DURING REGULAR WORKING HOURS.

ARTICLE XXII - EQUAL TREATMENT

A. THE TOWNSHIP AND THE UNION AGREE THAT THERE SHALL BE NO DISCRIMINATION OR FAVORITISM SHOWN FOR REASONS OF SEX, AGE, NATIONALITY, RACE, RELIGION, MARITAL STATUS, POLITICAL AFFILIATION, UNION MEMBERSHIP OR UNION ACTIVITIES.

ARTICLE XXIII - PROBATIONARY PERIOD

ALL NEWLY HIRED EMPLOYEES WILL BE ON PROBATION FOR THE FIRST NINETY (90) DAYS OF EMPLOYMENT.

ARTICLE XXIV - GENERAL PROVISIONS

A. THE UNION SHALL HAVE THE USE OF THE EMPLOYEE BULLETIN BOARD FOR THE POSTING OF NOTICES RELATING TO MEETINGS AND OFFICIAL BUSINESS OF THE UNION.

B. IT IS AGREED THAT REPRESENTATIVES OF THE EMPLOYER AND THE UNION WILL MEET FROM TIME TO TIME UPON REQUEST OF EITHER PARTY TO DISCUSS ITEMS OF GENERAL INTEREST OR CONCERN WHICH ARE NOT NECESSARILY A GRIEVANCE AS SUCH. SUCH MEETINGS SHALL BE INITIATED BY WRITTEN REQUEST OF EITHER PARTY AND A PRECISE AGENDA SHALL BE ESTABLISHED.

C. THE TOWNSHIP SHALL BE RESPONSIBLE FOR COPYING THIS AGREEMENT WITHIN TWENTY (20) DAYS OF ITS HAVING BEEN SIGNED BY THE PARTIES.

ARTICLE XXV - SEPARABILITY AND SAVINGS

A. IF ANY PROVISION OF THIS AGREEMENT OR ANY APPLICATION OF THIS AGREEMENT TO ANY EMPLOYEES IS HELD TO BE INVALID BY OPERATIONS OF LAW OR BY A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION, SUCH PROVISION SHALL BE INOPERATIVE BUT ALL OTHER PROVISIONS SHALL NOT BE AFFECTED THEREBY AND SHALL CONTINUE IN FULL FORCE AND EFFECT.