

**AGREEMENT
BETWEEN
THE TOWNSHIP OF WAYNE
AND
THE WAYNE TOWNSHIP
SUPERVISORS ASSOCIATION**

JANUARY 1, 2010 – December 31, 2014

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AGREEMENT

THIS AGREEMENT, made this 7th day of May , 2010 by and between the TOWNSHIP OF WAYNE hereinafter referred to as "Township", and Wayne Township Supervisors Association, hereinafter referred to as "Association", which has as its purpose the promotion of harmonious relations between the Township and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment, mutually agree as follows:

**ARTICLE I
DEFINITION OF TERMS**

The term "Employer" refers to the Township of Wayne, a municipal employer as defined in Public Employees Statutes of New Jersey.

The term "Employee" shall include all Supervisory personnel specified in the certification and election petition of the Public Employee Relations Commission, and represented by the Wayne Township Supervisors Association. Additionally any position agreed upon by both the Township and the Association.

The term "Bargaining Unit" shall refer to Wayne Township Supervisors Association.

The term "Administration" shall be construed to mean the Office of the Business Administrator and/or the Office of the Mayor.

The term "Emergency" is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy and may be designated by the Administration and/or Department Head in order to achieve more effective operations.

**ARTICLE II
RECOGNITION**

SECTION 1 - ASSOCIATION RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining unit for the Supervisory personnel and as shown on the attached Schedule A annexed hereto for the purpose of establishing salaries, wages, hours and other conditions of employment and for such additional classifications as the parties may later agree to include.

SECTION 2 - EMPLOYER RECOGNITION

The Association recognizes that the Employer is a public benefit corporation, that it was created and exists by virtue of statutory enactments, that it is in the nature of a political subdivision, and that its operations are for the public benefit. By reason thereof, the Association acknowledges that the power of the Employer to enter into this Agreement or any of the provisions thereof is or may be subject to legal limitations, and, in the event all or any part of this Agreement contravenes any statutory or legal requirement or exceeds the lawful powers of the Employer, then, to the extent of such contravention, this Agreement or such of its provisions as are legally objectionable shall be null and void. The parties mutually agree that the nullity of any provision shall not void the remainder of this Agreement, provided, however, that such provisions can be severed from the Agreement without substantially affecting the whole thereof.

**ARTICLE III
RIGHTS**

SECTION 1 - EMPLOYEES' RIGHTS

To insure that individual rights of employees in this Association are not violated, the following shall represent the Employees' Bill of Rights:

- A. An employee shall be entitled to Association representation at each and every step of the grievance procedures set forth in this Agreement.
- B. An employee shall be entitled to Association representation at each stage of a disciplinary proceeding set forth in this Agreement.
- C. No employee shall be required by the Employer to submit to an interrogation before or after charges have been served unless he or she is afforded the opportunity of having an Association representative present.
- D. No recording devices of any kind shall be used during an employee interrogation unless the Association is made aware of the fact prior to such interrogation.
- E. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty.
- F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly, that may adversely affect his or her hours, wages, or working conditions as the result of the exercise of his or her rights under this Agreement.
- G. All employees shall be provided access, upon written request, to inspect or review their file in the Personnel or other offices

where the records are filed. No new materials/documents shall be inserted without same first being submitted to the employee for his/her signature. Any new material or changes in the present contents of the employee's personnel file may be subject to challenge or to the process of the grievance procedure. Employees shall have the right to insert a written response to any material/document in his or her file.

- H. The employee signature affixed to any material/document on any data does not indicate in any way that employee agrees with the contents of this file. This signature is affixed to show only that the file has been reviewed in accordance with the contractual agreement between the Township and the Association. The employee shall have the right to respond in writing to any document in the file. Warnings and reprimands will be removed from the employee's personnel file provided the employee has had a three (3) year period of no further warnings or reprimands.
- I. The Association's officers will have access to payroll records upon request.

SECTION 2 - EMPLOYER RIGHTS

- A. The Township 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 and facilities and activities of its employees by 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 introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, 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 the Township to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department, after five (5) days advance notice thereof to the Supervisor and to require compliance by the Supervisor, is recognized.
4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
5. The Township may establish the initial salary for new classifications and in the event the parties to this Agreement agree that such classifications are to be covered under this agreement, the Association may then negotiate for employees in such classifications in accordance with the provisions of Article XVIII-Job Descriptions of this

Agreement. In the event the parties do not agree that such new classifications are to be covered by this Agreement, the matter will be determined by the Public Employment Relations Commission.

6. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.

7. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express 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 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 Title 40A N. J. Statute, or any other national, state, county or local laws or regulations.

**ARTICLE IV
DUES AND FEES**

SECTION 1 - DUES

- A. Upon receipt of an authorized assignment from a member of the bargaining unit, the Employer shall deduct from the employee's wages, twice a month membership dues as established in accordance with the by-laws and constitution of the Association and certified to the Township by the Association's Treasurer.
- B. The Employer shall remit to the Association's Treasurer within thirty (30) days, all sums as deducted.
- C. A computer printout of all employees in the bargaining unit, including name, grade, title, and department, shall be given to the Association's President annually or sooner, if requested.

SECTION 2 - MEMBERSHIP FEE

- A. Any permanent employee as defined in Article I who on the effective date of this Agreement, does not join the Association within thirty (30) days of initial employment with the Township, and any permanent employee as defined in Article I previously employed with the Township who does not join within ten working days of re-entry into employment with the Township shall, as a condition of employment, pay a membership fee to the Association by automatic payroll deduction. The membership fee shall be in an amount equal to eighty-five percent (85%) of the regular Association's membership dues, fees, and assessments as certified to the employer by the Association. The Association may revise its certification of the amount of the membership fee at any time to reflect changes in the regular Association membership dues, fees

and assessments. The Association's entitlement to the membership fee shall continue beyond the termination date of this Agreement so long as the Association remains the representative for the majority of employees as defined in Article I and, provided that no modification is made in this provision by a successor agreement between the Association and the Employer.

- B. The Association agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, losses, or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Township at the request of the Association under this Article.

ARTICLE V WORK STOPPAGES

SECTION 1 - GENERAL STATEMENT

It is agreed that during the term of this Agreement, neither the Association, its officers or members, shall instigate, call, sanction, condone or participate in any strikes, slowdown, stoppage of work, boycott and picketing or willful interference with production, transportation or distribution, and that there shall be no lockout of employees by the Employer.

SECTION 2 - ASSOCIATION'S RESPONSIBILITY

In the event that any of the employees violate the provisions of the above paragraph, the Association shall immediately order any of its members who participate in such action back to their jobs, forward copies of such orders to the Employer, and use every means at its disposal to influence the employees to return to work.

SECTION 3 - FAILURE TO RETURN TO WORK

Any employee failing to report back to work within twenty-four (24) hours of notification of non-participation of the strike, slowdown, stoppage, boycott or picketing or failing to cease engaging in any of the above conduct will be subject to discipline by the Employer. Such notification shall be forwarded to the Association's President. Discipline may include loss of seniority, suspension or up to and including discharge.

**ARTICLE VI
SALARIES, HOURS OF WORK, LONGEVITY, DUTY OFFICER**

SECTION 1 - SALARY

- A. Employees covered by this agreement shall receive salary increases based on their regular salary as set forth in Schedule B annexed hereto and all other benefits of this contract.
- B. The Township will pay an annual stipend of Seven Hundred and Fifty(\$750.00) Dollars per license to employees who are required by the Township to obtain a license to perform duties that are beyond the scope of the duties described in the employee's job description, upon the issuance of said license by the licensing authority. Such stipend shall be added to base salary.
 - 1. Employees who are receiving any other stipends in their present positions shall continue to receive such stipends so long as they remain in that position.
- C. No salary of any employee of the Township shall be decreased by reason of the fact that his/her salary is above the maximum salary of the position classification to which he/she has been assigned.

- D. New employees shall be subject to a six month probationary period (except, if covered by state law). Termination during this probationary period is not subject to the grievance procedure.
- E. A new employee who voluntarily leaves his/her employment with the Township prior to completing his/her probationary period shall reimburse to the Township all costs associated with his/her pre-employment physical.
- F. After the completion of one (1) year's employment, the individual shall receive the full annual contract raise or the lowest level as indicated on the current year's salary guide, whichever is higher. Adjustment in salary can be made prior to the employee completing one (1) full year of service. Thereafter, the anniversary date shall then become January 1st and the employee's salary will then be increased as per the Association's contract. When prior experience adjustment is given consideration at the time of hire or prior to completing one (1) full year, said prior experience adjustment shall be so indicated on the individual's status form.

SECTION 2 - HOURS OF WORK

- A. The normal workweek shall consist of five (5) consecutive days in each seven (7) day period (Monday through Friday), and be a minimum of 35 hours per week.
- B. The normal workday shall include those hours that the members' division and/or department normally work. The Department Head in consultation with the Business Administrator shall approve the work schedule.

- C. Members of the Association shall be expected to work, in addition to the normal work week, any time necessary to perform the duties and responsibilities of their respective job. This includes time necessary to complete assignments, projects, and/or attend any meetings necessary to properly perform the job in which they are employed.
- D. The normal starting time of work will not be changed without reasonable notice to the affected employees and without first having discussed such change and the need for same, with an officer of the Association except when such change may, in the judgment of either the Mayor and Business Administrator, be necessary in a period of emergency

SECTION 3 - DUTY OFFICER

- A. The Township shall maintain a duty officer list of eligible employees as determined by the Association, with consent of the Township.
- B. The weekly rotation of employees performing the function of "Duty Officer" shall be established by a random drawing of eligible names covering a fifty-two (52) week period of time.
- C. The drawing shall be conducted by two (2) Association officers or designees. The established list may only be changed in case of an emergency. It shall be the responsibility of the employee to arrange for a substitute and to notify the appropriate Township personnel of the change. Failure to do so may result in disciplinary action.

- D. The eligible Duty officer employees shall receive one thousand six hundred (\$1600.00) dollars stipend for each year that they remain on the Duty Officer list as shown on the attached Schedule C.
- E. Additions or deletions to the list shall be done at the beginning of the calendar year.

SECTION 4 - VEHICLE REIMBURSEMENT

- A. Any employee who, with authorization, uses his/her personal vehicle on Township business will be eligible for mileage reimbursement at the maximum rate permitted by the Internal Revenue Service.

SECTION 5 - LONGEVITY BENEFITS

- A. Reference sub-section D of Section 4-72 of the Administrative Code. Each full time permanent employee covered by this agreement hired prior to January 1, 1977 shall receive longevity compensation, in addition to their salary in accordance with the following schedule:

5-10 years of service	3 percent
10-15 years of service	6 percent
15-20 years of service	8 percent
20 or more years of service	10 percent

- B. Longevity shall be in addition to salary and not restricted by the Salary and Wage Ordinance.
- E. Any employee hired after January 1, 1977 shall not be eligible for longevity benefits.

**ARTICLE VII
HOLIDAYS**

A. The official Holidays with pay which are observed by the Township are as follows:

New Year's Day	
Martin Luther King's Birthday	Observed
Lincoln's Birthday	*
Washington's Birthday	Observed
Good Friday	
Memorial Day	Observed
Independence Day	
Labor Day	
Columbus Day	Observed
General Election Day	
Thanksgiving Day	
Day after Thanksgiving	
Christmas Day	

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

* Lincoln's Birthday will no longer be an official holiday with pay as soon as a majority of employee bargaining units have agreed to give up this holiday.

**ARTICLE VIII
SICK LEAVE**

SECTION 1 - GENERAL

- A. Sick leave is paid leave that may be granted to each full time employee who is unable through sickness or injury, to perform the duties of his/her position or who is quarantined by a physician because he/she has been exposed to a contagious disease. A certificate from the Township physician or the employee's physician shall be required as sufficient proof of the need for sick leave. In case of sick leave due to a contagious disease or exposure to same, a certificate from the Township Department of Health shall be required.
- B. Beginning January 1, 2002 employees in the Supervisors Association shall be given sick time in accordance with the following schedule:

<u>Years of Service</u>	<u>Days Per Year</u>	<u>Earned Per Month</u>
0 - 20	14	1.17
21 - 25	15	1.25
26 - 29	16	1.33
30 and above	17	1.42

Sick leave can be accumulated without limit during the employee's length of service. Accumulated sick leave may be used by an employee for personal illness, illness in his/her immediate family which requires his/her attendance upon the ill member, quarantine restrictions, pregnancy or disabling injuries. No sick leave allowance will be paid in case of dismissal.

- C. Probational employees shall not utilize paid sick leave allowance or paid personal days until they have successfully completed their six (6) month probationary period. This restriction applies only to

those probational employees who are new hires and does not apply to existing Township employees who may be promoted to this Association. When new employees have completed the six (6) month probationary period, he/she shall receive the allotted sick time retroactively. However, all personal days or sick time used during the probationary period shall be uncompensated and there shall be no retroactive compensation for any such time used.

- D. In cases of special hardship involving a protracted illness or disability, the Township Council may, at the request of the Business Administrator and with the approval of the Mayor, and within the applicable provisions of State statutes, pass a resolution giving the employee a leave of absence with pay for a period in excess of the allowable period set forth in this agreement.

SECTION 2 - REPORTING OF ABSENCE ON SICK LEAVE

- A. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time.
- B. Failure to so notify his/her supervisor may be justified in extenuating circumstances.
- C. Absence without notice for three(3) consecutive days may constitute a resignation.

SECTION 3 - VERIFICATION OF SICK LEAVE

- A. The Township may require proof of an employee's illness while on sick leave, whenever such requirement appears reasonable and warranted under the circumstances.
- B. When, as a condition of his/her return to duty, the Township requires a second opinion for an employee who has been absent

because of personal illness, said employee shall be examined, at the expense of the Township, by a physician chosen by the employee or from a panel of physicians designated by the Township, if necessary. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees. Employees incapable of resuming normal work duties may be retired from employment or transferred to other duties at the discretion of the Administration.

SECTION 4 - PERSONAL DAYS

- A. Three (3) of the employee's annual sick days may be used in any calendar year as personal business days. If they are not so used, they will remain accumulative sick days. Twenty four hours notice to be provided, whenever possible.
- B. Personal days shall not be taken consecutively and not in conjunction with vacation days or holidays, without prior approval.
- C. Personal days during probation shall be utilized as set forth in Article VIII Section 1C.

SECTION 5 - OCCUPATIONAL ILLNESS OR ACCIDENT

As set forth in sub-section D(3)(b) of Section 4-73 of the Administrative Code.

SECTION 6 - SEPARATION OF SERVICE - ACCUMULATED SICK TIME PAYMENT

- A. All employees, upon separation from service of the Township for any reason save for cause, who have been employed for at least one (1) year and are covered by the provisions herein, shall be entitled to payment, of twenty five (\$25.00) dollars, for each accumulated sick day. He/she shall be compensated in cash for the monetary value of

his/her accumulated and unused sick time standing to his/her credit at the time of his/her separation from service. In case of an employee's death in the service of the Township, payment shall be made to his/her estate.

B. Members employed before July 14th, 2005, having five years in the Supervisors Association at the time of retirement shall be eligible to payment, for accumulated sick days as follows:

0- 50	Days	-\$ 25.00
51-150	Days	-\$ 50.00
151-200	Days	-\$ 75.00
201 +	Days	-\$100.00

Any payments under this Section shall be capped at \$14,000.00 (240 days).

Those employees hired after July 14th, 2005 will only be eligible for the \$25 payment for accumulated sick days specified in Section 6(A).

ARTICLE IX VACATIONS

A. Full time employees paid on an annual salary basis shall be granted vacation leave, with pay, in accordance with the following schedule:

1. If an employee is hired before July 1 of the calendar year, the employee shall be entitled to five (5) days vacation for that calendar year. If an employee is hired on or after July 1 of that calendar year, the employee shall be entitled to

zero (0) days vacation for that calendar year.

2. Beginning January 1 of the second calendar year to the completion of five (5) years - ten (10) days;
 3. Start of the 6th year to the completion of the 10th year - fifteen (15) days;
 4. Start of the 11th year to the completion of the 15th year - twenty (20) days;
 5. At the start of the 16th year, the employee will receive one (1) additional day for each year of service in excess of fifteen (15) years to a maximum of twenty five (25) days.
- B. Employees hired after July 14th, 2005 shall have vacation capped at twenty days.
- C. Anyone who has at least three (3) weeks vacation due for the current calendar year shall be able to carry over to the following year any unused time with written approval from the Business Administrator. Maximum carry over shall be thirty (30) days.
- D. Single and one-half day vacations may be taken with written notification to employee's supervisor. In the event of vacation conflicts within a Department, seniority shall prevail.
- E. An employee who is laid off or separates from the service of the Township for any reason (save for cause) shall be compensated in cash for the monetary value of his/her accumulated and unused vacation time on a prorated monthly basis standing to his/her credit at the time of his/her separation from service, prorated back to the date of hire for employees with one (1) year more service. In the case of retirement, vacation time up to the full

year's allotment shall be included in the effective date of retirement. If not included, the employee shall be compensated for the unused portion. In case of an employee's death in service, payment shall be made to his/her beneficiaries or estate.

F. Vacation leave shall begin to accrue to permanent employees on their first day of service. However, all new probationary employees shall not utilize or be eligible for compensated vacation leave until they have completed a satisfactory probationary period as set forth herein. There shall be no retroactive compensation for any time used prior to the expiration of the probationary period.

1. In case of an employee's death in service, payment shall be made to his/her beneficiaries or estate.

2. Time on paid sick leave and all other time paid for but not actually worked shall be considered as days worked for the purpose of computing vacation eligibility.

ARTICLE X INSURANCE

SECTION 1 - EMPLOYEE HEALTH BENEFITS

A. All employees and his/her spouse and/or their eligible dependents, covered by this Agreement, shall be covered with medical insurance, hospital insurance, major medical insurance including medical emergency coverage, prescription plan and dental insurance at no cost to employee except as noted in Article X, Section H. Upon the death of an active employee, who has been employed by the Township for three (3) or more years, all health benefits for spouse and/or eligible dependents will continue for a period of

six (6) months at no cost, at which time the spouse and/or eligible dependents may elect to continue medical coverage at his/her own expense at the Township group rates under COBRA.

B. All employees hired prior to July 14th, 2005 are covered by Plan A Health Coverage with basic prescription plan provided for each employee and his/her spouse and/or eligible dependents having a co-pay cost of \$5.00 per prescription for generic drugs and \$15.00 per prescription for non-generic drugs (Schedule E attached). Effective June 1, 2010 the prescription plan shall be \$2.00 per prescription for generic drugs and \$25.00 per prescription for non-generic drugs.

C. New employees shall have a ninety (90) day waiting period before being enrolled/covered for any health benefits Plan B (Schedule F attached), 3 Tier Prescription \$5/10/25 Co-Pay and Dental Plan. Effective June 1, 2010 the prescription plan shall be \$2.00 per prescription for generic drugs and \$25.00 per prescription for non-generic drugs.

1. Employees hired after July 14th, 2005 shall have a 3 Tier \$5/10/25 Co-Pay. Effective June 1, 2010 the prescription plan shall be \$2.00 per prescription for generic drugs and \$25.00 per prescription for non-generic drugs.

2. Employees promoted into the Association having a 3 Tier Plan and/or Plan B must remain in Plan B and shall have a \$2.00/\$25.00 prescription plan.

3. Anyone promoted in the Association not having Plan B and/or 3 tier may choose Plan B with a \$2.00/\$25.00 prescription plan.

4. Any member who currently co-pays through payroll has the option

to select Plan B with \$2.00/\$25.00 Prescription Plan with no payroll deduction.

- D. Effective June 1, 2010 prescription point of purchase co-payment can no longer be submitted to Major Medical for reimbursement nor shall they count toward the Major Medical deductible.
- E. Effective June 1, 2010 all members covered under Plan A shall have a thirty-six (36) visit per year limit on chiropractic coverage. All members covered by Plan B shall continue to have chiropractic visits as specified in Plan B.
- F. Each employee shall be reimbursed up to \$150.00 in each calendar year for charges incurred for preventative care which would include one physical exam and/or routine immunizations. This coverage shall also be extended to the spouse of the employee.
- G. Each employee shall be covered by a life insurance policy in the amount of one-half (1/2) of the employee's salary to a maximum of fifty thousand (\$50,000) dollars that shall be provided to the employee's beneficiary at no cost to employee.
- H. Each employee shall be reimbursed for the cost of an eye examination with a total cost not to exceed sixty (\$60.00) dollars per annum, non-cumulative.
- I. Each employee and his/her spouse and their eligible dependents shall be covered by a basic Dental Plan up to an annual maximum of one thousand, two hundred and fifty (\$1,250.00) dollars.
- J. All employees hired on or after January 1, 1998 and before July 14th, 2005 will be subject to the following medical insurance co-pay: 1) Township will pay 100% of the cost of the employee's life insurance, medical insurance, including dental and prescription, and

50% of the cost of the medical insurance, including dental and prescription, for coverage of the spouse and/or any other eligible dependents. 2) The employee will pay the additional 50% of the cost to cover spouse and/or eligible dependents. 3) Future enrollment of spouse and/or eligible dependents will be allowed on the first day of each quarter.

I. The Township reserves the right to change insurance plans and/or carriers or to self-insure, provided such coverage is equal to or better than existing coverage. In the event the Township decides to make a change, the Association shall be notified in advance of such change. If the Association does not agree that equal or better benefits are to be furnished by the Township, a request may be made or the appointment of an arbitrator under the provisions of Article XV step 4. The arbitration case will be handled on an expedited basis and no change shall be made pending receipt of the decision of the arbitrator. Such decision on equality of benefits shall be binding and final between both parties.

ARTICLE XI

RETIREMENT BENEFITS

SECTION 1 - RETIREE HEALTH BENEFITS

A. Any employee who is covered by this bargaining unit and who retires from the Township at age **sixty-two (62) or older, with a minimum of fifteen (15) continuous years of service** with the Township shall receive the following benefits for him/herself and spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase major medical coverage and/or the prescription drug plan, if acceptable to the carrier, for his/herself and spouse at his/her expense at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA.

Upon the expiration of COBRA all benefits shall cease.

- B. Any employee who is covered by this bargaining unit and who retires from the Township **prior to attaining the age of sixty-two (62) with a minimum of twenty-five (25) continuous years of service** with the Township shall receive the following benefits for him/herself and spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase major medical coverage and/or the prescription drug plan, if acceptable to the carrier, for his/herself and spouse at his/her expense at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA.

Upon the expiration of COBRA all benefits shall cease.

C. Any employee who was employed by the Township on or before December 1, 2004, and who is covered by this bargaining unit, who retires at age **sixty-two (62) with a minimum of twenty (20) years of continuous service** with the Township shall receive the following benefits for him/herself and spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to receive coverage for the retiree, at the retiree's sole discretion, of either major medical or prescription insurance at the Township's expense. Once the retiree has selected, and has begun to receive, either major medical or prescription coverage the retiree cannot elect to substitute one for the other.
5. The ability to purchase dental insurance for his/herself and spouse at his/her expense at the Township group rate.
6. The ability to purchase major medical coverage and/or the prescription drug plan, if acceptable to the carrier, for his/her spouse at his/her expense at the Township group rate.
 1. Retiree shall have the ability to purchase the coverage not selected as per Article XI Section 1(C)4 at his/her expense at the Township group

rate.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue the coverage at his/her own expense under COBRA. Upon the expiration of COBRA the spouse may elect to continue receiving these same benefits at his/her own expense at the Township group rate.

- D. Any employee who was employed by the Township on or before December 1, 2004, and who is covered by this bargaining unit, who retires at age **sixty-five (65) with a minimum of twenty-five (25) years of continuous service** with the Township shall receive, at no cost to him/herself and his/her spouse, the same health benefits that the employee and spouse received while employed by the Township.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon expiration of COBRA the spouse may elect to continue receiving these same health benefits at his/her own expense at the Township group rate.

- E. Any employee who was employed by the Township on or before December 1, 2004, and who is covered by this bargaining unit, who retires with a **minimum of thirty (30) years of continuous service with the Township, no minimum age**, shall receive, at no cost to him/herself and his/her spouse, the same health benefits that the employee and spouse received while employed by the

Township.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA the spouse may elect to continue receiving these same health benefits at his/her own expense at the Township group rate.

- F. Members who retire with a minimum of 35 years of service with Wayne Township, no minimum age, shall have the ability to purchase all health benefits/insurance for eligible dependent children at the Township's group rate.
- G. Employees subject to co-pay prior to retirement shall not be subject to any co-pay upon retirement.
- H. Life insurance in an amount equal to one-half of the employee's annual salary, to a maximum of fifty thousand (\$50,000) dollars at the time of retirement will be continued for the retired employee at no cost to the retired employee.
- I. Any retired employee who is insured by the Township must file an Affidavit with the Chief Financial Officer of the Township on January 1st of every year and not later than March 1st that, in effect he/she has not changed his or her marital status as a retiree. On February 1st, the Township will notify by Certified Mail, those retirees who are delinquent that they have the month of February to file. Failure to file will result in termination of benefits.
- J. Any employee who has retired prior to the execution of this

contract and was represented by the Association from January 1, 2010, shall receive, if applicable, the retirement health benefits cited herein and any applicable annual salary adjustments.

K. Benefits granted at time of retirement for the employee and his/her spouse shall remain in effect for the life of employee and are not subject to reduction or elimination in future negotiations.

L. Department Heads and Division Heads who qualify for veterans retirement under Public Employees Retirement System and who are, at the time of retirement at least sixty-two (62) years of age with a minimum of twenty (20) years' service with the Township, and who have accumulated at least two hundred (200) sick days may, in their discretion, elect to use a maximum of one hundred and twenty (120) days of the accumulated sick time as terminal leave or to receive full pay for a maximum of one hundred twenty (120) days of accumulated sick time. The balance of the accumulated sick leave shall be paid in accordance with Article VIII Section 6.

ARTICLE XII
LEAVE OF ABSENCE WITH PAY

SECTION 1 - BEREAVEMENT LEAVE

A. Each full time employee covered by this agreement shall be granted time off with pay, not to exceed three (3) days, in the event of a death in his/her immediate family. Upon written request to, and the approval of, the Business Administrator, the employee

may be granted a reasonable extension beyond three (3) days where circumstances justify such action. The term "immediate family" as used in this paragraph includes the employee's father or mother; wife or husband; brother or sister; son or daughter; grandmother or grandfather; grandchildren; mother-in-law or father-in-law; son-in-law or daughter-in-law; brother-in-law or sister-in-law.

SECTION 2 - ADDITIONAL LEAVE BY RESOLUTION OF COUNCIL.

- A. When a full-time Township employee has been injured in the line of duty, the Township Council may, upon the recommendation of the Administration and within the applicable provisions of State statutes, pass a resolution giving the employee leave of absence with pay for a period in excess of the allowable period set forth in Section 4-73(D)(2) of the Administrative Code. If a resolution is passed, then a contract shall be executed between the employee and the Township, setting forth that the employee shall reimburse the Township for wages received from the moneys he might receive from worker's compensation payment or from possible legal settlement with the person or persons responsible for the injury.
- B. Sick leave period of occupational illness or accident, where an employee receives compensation benefits under Worker's Compensation Act and returns those cash benefits to the Township in exchange for his normal paycheck, shall not be charged against employees sick time.
- C. In other cases of special hardship involving a protracted illness or disability of employee, the Township Council may at the request of the Business Administrator and with the approval of the

Mayor, and within the applicable provisions of State statutes, pass a resolution giving the employee a leave of absence with pay for a period in excess of the allowable period set forth in Section 4-73(D)(2) of the Administrative Code.

SECTION 3 - ASSOCIATION BUSINESS

A. The Township will grant such time off as is necessary, for Association business as required, with the approval of the Business Administrator. The request shall not be denied unless it interferes with the operation of the Township. This shall apply for the following Association's officials:

1. President
2. Vice President
3. Secretary/Treasurer
4. Negotiating Committee which shall be limited to three (3)members
5. Grievance Committee consisting of three (3)members (only one (1) committee member shall represent each grievance).

B. Should the Association affiliate with a National or International Union, the Employer shall grant necessary time off for the elected delegates to attend the International and State Convention providing, however, such absence from his/her duties does not adversely affect the Township operation and is approved by his/her Department Head and/or the Business Administrator. Delegates will be limited to two (2) persons from the Association.

SECTION 4 - EDUCATION ALLOWANCE

A. Full time employees may be granted skill or professional improvement leave for specific courses of study relating to the work of the Township in which he or she is employed, or leave to attend conferences of professional and similar associations. Such leave may be granted with full pay upon approval by Department Head and/ or Business Administrator up to a maximum of thirty (30) days per year.

SECTION 5 - MILITARY SERVICE

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. This paid leave of absence shall be in addition to his/her vacation leave and shall not exceed fifteen (15) days per fiscal year. (Also see Article XIII, Section 2A.)

SECTION 6 - JURY DUTY

A. Any full time employee who is subpoenaed as witness in a Township-related civil or criminal case or who is called to serve on jury duty, shall be granted paid leave for the period of time in which he/she is officially involved with the court in such capacity.

**ARTICLE XIII
LEAVE OF ABSENCE WITHOUT PAY**

SECTION 1 - GENERAL

A. A full time employee may be granted leave without pay for a period not exceeding one (1) month during a fiscal year for specific personal reasons, when approved by the Administration.

Applications for leave without pay must be submitted in advance and in writing to the employee's Department Head and Business Administrator showing the employee's reason for requesting such leave and must contain a statement that he/she intends to return to the Township service.

- B. Employees returning from authorized leave of absence as set forth in ARTICLES XII and XIII will be restored to their original classification at the appropriate rate of pay with no loss of seniority, employee rights, privileges or benefits.

SECTION 2 - MILITARY DUTY

- A. When an employee has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay in accordance with Township Code Chapter 4, Article XX, Section 4-73 and any applicable State or Federal statutes.

SECTION 3 - MATERNITY

- A. Maternity Leave shall be granted for a period of three (3) months, exclusive of accumulated sick and vacation time, provided that the employee has worked for the township for one (1) year prior to commencement of such leave. Such requests shall be made in writing to the department head, who shall forward same to the Business Administrator for approval. Such leave shall be without pay, unless accumulated sick and vacation time is applied thereto. Time out on maternity leave qualifies as family and medical leave and may be counted against an employee's twelve-week family/medical leave entitlement under the New Jersey Family Leave Act and/or the Federal Family and Medical Leave Act.

**ARTICLE XIV
SENIORITY, VACANCIES, LAYOFFS, RECALL
& PROMOTIONS**

SECTION 1 - SENIORITY

- A. Seniority is defined as an employee's total length of service with the Township commencing with the employee's latest date of hire. Time spent by an employee on a paid leave of absence shall be included for purposes of the employee's seniority and service time. Time spent by an employee on an unpaid leave of absence does not accrue for purposes of the employee's seniority and service time.
- B. If a question arises concerning two (2) or more employees who started in the same classification on the same date, the following shall apply. If within classification prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, from date of insertion in classification, first name, first preference, etc.
- C. For employees starting in the same classification, on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name. Where the last names are the same, seniority shall be determined by the first name.
- E. The Township shall maintain an accurate seniority roster showing each employee's date of hire and classification. Such lists will be made available to the President of the Association upon written request. The Township shall promptly advise the

Association of any changes which necessitate amendments to the seniority roster.

SECTION 2 - LOSS OF SENIORITY

- A. An employee shall lose his seniority for the following reasons:
1. He/She quits;
 2. He/She is discharged and the discharge is not reversed;
 3. If he/she does not return to work when recalled from layoff as set forth in the recall procedure;
 4. If he/she does not return from sick leave or leave of absence;
 5. He/She retires;
 6. He/She breaks service with the Township (as distinguished from a leave of absence);
 7. An employee, on an unpaid leave of absence or who has separated his service from the Township in good faith and who returns within one (1) year of the commencement of said approved leave of absence or separation shall not lose any of the seniority earned prior to the commencement of such leave, but does not accrue any seniority while on the unpaid leave.

SECTION 3 - PREFERENCE

- A. In the case of demotions, layoff, recall and vacation schedules, employees with the greater amount of seniority shall be given preference, all other qualifications and conditions being equal.

SECTION 4 - VACANCIES

- A. In the event a vacancy occurs, a new position is created, or an opportunity for promotion to a higher title within the Association

occurs, and provided the Township determines that it will fill the vacancy, the Association shall be notified in writing by the Township first. Notification of the position's availability shall include the grade, title and salary range.

- B. If no employee covered by the Agreement applies for the position within five (5) working days of notification, it shall be assumed that no person within the bargaining unit desires the position and the offer may be withdrawn by the Township.
- C. The Township shall establish reasonable job descriptions for said vacancy, new position or promotion.
- D. Should there be an interest among the employees in the bargaining unit, then the position shall be filled on the basis of qualifications with job descriptions, except that where more than one employee applies for the position and they are both equally qualified, then seniority shall determine the selection. When no employee applies for the position who meets the requirements and/or qualifications for the position, it may be filled from outside the bargaining unit by a qualified person. If a position is not filled within a ninety (90) day period, of written notification, the job shall be considered as a new position.
- E. In accordance with the procedures herein above set forth, when an employee is promoted to another classification within the bargaining unit, he/she shall be required to undergo a probationary period of two weeks, which may be extended by mutual agreement, except in the case of Department Head which is governed by State Statue.

1. In the event a vacancy is filled from outside the Bargaining

Unit by a person who is presently employed by the Township said employee shall be required to undergo a probationary period for a minimum of ninety (90) days, except if governed by State Statute.

- F. If the employee fails the probationary period described in the previous paragraph E, he/she shall be restored to their previous position and salary level and the matter of demotion shall not be subject to the grievance procedure.
- K. The Association will notify an employee of an open classification if the employee is on leave, sick, etc. and not aware of the new opening.
- L. Employees temporarily assigned by their Department Head or Business Administrator to higher job title, shall be paid the rate established for the job if the employee serves in such job for at least ten (10) consecutive working days. Payment shall be retroactive to first day of said assignment after completion of the aforementioned ten (10) working days. Employees temporarily assigned to a job opening having a lower wage rate than their own shall not be subject to any wage reduction. He/She shall continue to earn the regular rate of pay of his/her regular title.

SECTION 5 - PROMOTIONS

- A. In any case where an employee is promoted to a title with a higher compensation range, the salary for this employee shall immediately be increased a minimum of 10% over his/her rate received prior to such promotion, or the lowest level as indicated on the current year's salary guide for the position, whichever is higher. The aforementioned increase will be paid to the employee so long as the individual holds the new position. This increase shall be

separate and distinct from the annual raise as set forth on Schedule B attached and shall not disqualify the employee from receiving said annual adjustment on the January 1st immediately following the promotion date. In the event the employee is subsequently demoted to a lower position, the increase will be removed.

SECTION 6 - LAY OFF

- A. The term "lay-off" shall mean a reduction in working force. Seniority within the Bargaining Unit shall prevail in case of lay-off as follows: Probationary employees will be laid off first; senior employees will be laid off according to seniority within respective Divisions and Departments. Senior man shall demote to next appropriate title Classification within his/her respective Department, if qualified.
- B. Employees to be laid off for an indefinite period will have at least seven (7) calendar days notice of lay-off. The Association's President shall receive a list from the Township of the employees being laid off on the same date such notices are issued to the employees.

SECTION 7 - RECALL PROCEDURE

- A. When the working force is increased after a lay-off, employees will be recalled according to seniority, provided they meet the requirements of the job. Such notice of recall shall be in the first instance by telephone. Should no contact be made with such employee by telephone for whatever reason, then the employee shall be sent notice of such recall by Certified Mail at his/her last known address. If an employee is recalled within six (6) months of

his original lay-off date, he/she shall receive all previous benefits, including longevity, where applicable.

- B. If an employee fails to report for work within ten (10) days from the receipt date of recall notice, and no personal contact has been successfully accomplished by telephone, then he/she shall be considered voluntarily terminated.
- C. If an employee fails to report, as ordered on completion of a telephone notification, then he/she shall be considered voluntarily terminated. The telephone order will be confirmed by certified mail.
- D. Recall rights for an employee shall expire six (6) months from the date of lay-off. Written notice of expiration of recall rights shall be sent to the Association.

**ARTICLE XV
SETTLEMENT OF DISPUTES**

SECTION 1 - GRIEVANCE GENERAL

The purpose of this procedure is to secure promptly, and at the lowest possible level equitable solutions to the problems which may arise affecting the terms and conditions of employment.

- A. In the wording of this statement of procedures, the term grievant shall be taken to include all those employees covered by this Agreement.
- B. Any employee shall have the right to present a grievance through the steps described in the following paragraphs without restraint, interference, coercion, discrimination or reprisal.
- C. If the Township does not answer a grievance or an appeal thereof

within the specified time limits or any mutually agreed to extension, the grievance shall proceed to the next step of the procedure.

- D. If, in the judgment of the Grievance Committee, a grievance affects a group of employees, the Grievance Committee may process and institute such a grievance through all steps of the grievance procedure, provided that the group grievance shall not amend, modify or delete any provisions of this contract.
- E. The term "working days" as used in this Article shall not include Saturdays, Sundays, Holidays or the grievant's sick days, vacation days, or scheduled time off.
- F. Time limitations set forth in this Article may be waived by mutual agreement.

SECTION 2 - PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of the Agreement, shall be settled in the following manner:

A) DEPARTMENT HEADS:

STEP 1.

A Department Head who has a grievance may at the time that the grievance occurs or within ten (10) working days of the occurrence of the grievance notify the Business Administrator of the grievance.

The grievant and the Business Administrator shall attempt to resolve the grievance at the earliest mutually convenient time and place. Grievance not taken within the twenty (20) working days shall be conclusively deemed waived. The grievant has the right to the presence of a Grievance Committee member during the attempt to solve the

grievance. In the absence of the Committee member, the Department Head shall have the right to the presence of any Association member. A reply to a grievance of Step 1 may be oral or written and shall be given within five (5) working days of the receipt date of the grievance. If no reply is received with that period the grievance shall be deemed denied.

If a grievance is not settled or is rejected or is deemed denied by the failure to reply at the Step 1 level, the grievant or the Association Grievance Committee member may within ten (10) working days proceed to step 2. If the grievant or the Committee member does not proceed to step 2 with ten (10) working days further grievance proceedings will be conclusively deemed waived.

STEP 2

In the event that the grievance has not been resolved at Step 1, the grievant or the designated Association Grievance Committee member shall present the grievance in writing to the Township Attorney within ten (10) working days. Within ten (10) working days a meeting shall be scheduled for a mutually convenient time and place between the Township Attorney, the Business Administrator, the Grievance Committee member and the grievant. The Township Attorney shall seek resolution of the grievance through mediation. Both parties may have testimony given by appropriate persons.

STEP 3.

In the event that the grievance has not been resolved at Step 2, the Association, but not the employee, may, within ten (10) working days, submit the grievance to arbitration. Failure to submit the grievance to arbitration shall be deemed a conclusive waiver of the right to

arbitration. An arbitrator shall be selected pursuant to the Rules and Regulations of the Public Employment Relations Commission.

1. The arbitrator shall conduct a hearing and render his/her decision in writing with findings of the Fact and Conclusions.

2. The arbitrator may not add to, subtract from, modify or amend in any way this Agreement and he/she shall be limited to consideration of only the terms expressed therein.

3. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.

4. The decision of the arbitrator shall be final and binding on the parties, subject to the legal rights which the parties have under law.

5. The cost of the arbitrator shall be borne equally by the Association and the Township. All other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same. However, upon timely request, the Township will make available for an arbitration hearing, employees of the Township which the Association requests as witness(es) on its behalf. The Township shall make such employees available with the least disruption to the work of the Township and shall pay such individuals their regular straight time rate of pay during their regular working hours.

B) ALL OTHER MEMBERS OF THE BARGAINING UNIT

STEP 1.

An employee who has a grievance may at the time that the grievance occurs or within ten (10) working days of the occurrence of the grievance notify his/her immediate Supervisor of the grievance. The

employee and the immediate Supervisor shall attempt to resolve the grievance at the earliest mutually convenient time and place. The employee has the right to the presence of an Association Grievance Committee member during the attempt to solve the grievance. In the absence of the Committee member, the Employee shall have the right to the presence of any Association member. A reply to a grievance at Step 1 may be oral and shall be given within five (5) working days of the receipt date of the grievance. If no reply is received within that period, the grievance shall be deemed denied. If a grievance is not settled, or is rejected, or is deemed denied by the failure of the immediate Supervisor to reply at the Step 1 level, the employee or the Association Grievance Committee member may within ten (10) working days proceed to Step 2. If the employee or the Committee member does not proceed to Step 2 within ten (10) working days, further grievance proceedings will be conclusively deemed waived.

STEP 2

In the event that the grievance has not been resolved at Step 1, the employee or the designated Association Grievance Committee member shall present the grievance in writing to the Business Administrator within ten (10) working days. Within four (4) working days a meeting shall be scheduled for a mutually convenient time and place between the Business Administrator, the immediate Supervisor, the employee and the Grievance Committee member. In addition, the employee has the right to have the presence of another Association representative at the meeting. A written decision will be given within four (4) working days of the meeting.

STEP 3

In the event that the grievance has not been resolved at Step 2, the employee or the Association shall present the grievance in writing to the Township Attorney within twenty (20) working days of the failure of the grievance. Within ten (10) working days, a meeting will be scheduled for a mutually convenient time and place between the Township Attorney, the immediate Supervisor, the Association Grievance Committee member and the grievant. The Township Attorney shall seek resolution of the grievance through mediation. Both parties may have testimony given by appropriate persons.

STEP 4

In the event that the grievance has not been resolved at Step 3. The Association, but not the employee, may, within ten (10) working days, submit the grievance to arbitration. Failure to submit the grievance to arbitration shall be deemed a conclusive waiver of the right to arbitration. An arbitrator shall be selected pursuant to the Rules and Regulations of the Public Employment Relations Commission.

1. The arbitrator shall conduct a hearing and render his/her decision in writing with findings of the Fact and Conclusions.
2. The arbitrator may not add to, subtract from, modify or amend in any way this Agreement and he/she shall be limited to consideration of only the terms expressed therein.
3. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
4. The decision of the arbitrator shall be final and binding on the parties, subject to the legal rights which the parties have under law.
5. The cost of the arbitrator shall be borne equally by the

Association and the Township. All other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring the same. However, upon timely request, the Township will make available for an arbitration hearing, employees of the Township which the Association requests as witness(es) on its behalf. The Township shall make such employees available with the least disruption to the work of the Township and shall pay such individuals their regular straight time rate of pay during their regular working hours.

SECTION 3 - MATTERS RELEVANT TO THE GRIEVANCE PROCEDURE

- A. The Township will give written notification to the Association of grievance hearings or meetings beginning with Step 2 for all employees in the bargaining unit.
- B. The Association and the Township reserve the right to have non employee Representatives at all steps of the grievance procedure, except Step 1.
- C.
 - 1) To the extent necessary, Grievance Committee members may, upon obtaining approval from his/her supervisor, investigate grievances during working hours without loss of pay, provided that such investigation of an already formalized grievance shall not exceed two (2) hours. Approval for investigation time shall not be unreasonably denied.
 - 2) A formalized grievance is defined as one which has been initiated at any step of the grievance procedure. A Grievance Committee member who is investigating an already formalized grievance at any step shall notify the Supervisor in the work area where the grievance allegedly occurred of his/her

intention to investigate a grievance and shall request the permission of the Supervisor to proceed. Approval of the request will not be unreasonably denied.

SECTION 4 - GRIEVANCE COMMITTEE MEMBERS

- A. The Association will notify the Employer, in writing, of the name of not more than three (3) employees from the Association who are designated by the Association to represent employees under the grievance procedure. Employees designated by the Association will be permitted to confer with other Association representatives regarding matters of differences during working hours without loss of pay by agreement with his/her immediate Supervisor.
- B. The Officers of the Association and Representatives of the Grievance Committee shall, when situations warrant, be free to bring to the immediate attention of the Business Administrator and/or Mayor, any conditions which may be a threat to the normal operating conditions of the Township.
- C. Representatives of the Association who are not employees of the Township will be permitted to visit with the employees during working hours at their work area for the purpose of discussing representation matters as long as the Township's work does not suffer any undue delay in the opinion of the Administration, who shall be reasonable. Such representatives shall also be recognized by the Township as authorized spokesmen for the Association in meetings between the parties regarding employee representation matters.
- D. A member of the Grievance Committee as well as the grievant must be present at all grievance hearings.

- E. The Employer retains all its rights not herein expressly amended, modified or otherwise limited. The utilization of any other such right by the Employer shall not be subject to the grievance procedure of this Agreement. This includes all rights under the Public Employment Relations Commission.
- F. The Association shall provide grievance forms in adequate numbers.
- G. The time limits in the procedure may be extended by mutual written agreement.
- H. Any step of the grievance procedure may be by-passed by mutual written agreement.

**ARTICLE XVI
DISCIPLINE AND DISCHARGE**

SECTION 1 - DISCIPLINE

- A. The procedure for taking disciplinary action or measures against any employee covered by this Agreement shall be as set forth in the following:
 - 1. Disciplinary action or measures shall include oral reprimand, written reprimand, suspension, demotion, removal of duties, and discharge.
 - 2. Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Where the employer seeks the imposition of a suspension without pay, demotion, removal of duties, or dismissal from service, notice of such discipline shall be made, in writing, and served upon the employee. Discipline shall only be imposed for just cause. The conduct for which discipline is

being imposed and the penalty proposed shall be specified in the notice. The written notice shall be served upon the employee at the time the discipline is imposed and shall contain a full description of the specified acts and conduct, including reference to dates, times and places, when relevant. The Association shall be notified in writing of such action within twenty-four (24) hours.

3. An employee shall not be disciplined for acts which occurred more than ninety (90) days after the Township learns of a punishable act, or identifies the responsible person.
4. A grievance filed as a result of any disciplinary action as described in Article XVI Section 1.A-2 may be initiated at the third step of the grievance procedure.

**ARTICLE XVII
SAFETY AND HEALTH**

SECTION 1 - TOWNSHIP RESPONSIBILITY

- A. The Employer shall at all times endeavor to maintain safe and healthful working conditions, and provide employees with tools or devices to promote that safety and health.
- B. An employee has a reasonable right to refuse to perform work which he/she believes, with reasonable justification, will present a safety and health hazard to such employee. The employee's refusal is at his/her own peril and may, if not justified, subject the employee to discipline up to and including discharge.

SECTION 2 - USE OF SAFETY EQUIPMENT

Any employee failing to use the safety equipment provided may be subject to disciplinary action up to and including dismissal.

SECTION 3 - SAFETY SHOES/WINTER JACKETS

Safety shoes and winter jackets shall be provided to all field personnel covered by this agreement.

SECTION 4 - CLOTHING ALLOWANCE

Any employee required to perform field work/inspections as required by their job description shall receive an annual clothing allowance as shown on Schedule D.

**ARTICLE XVIII
JOB DESCRIPTIONS**

SECTION 1 - GENERAL

The employer shall maintain a Job Description file for all job titles covered under the agreement.

SECTION 2 - NEW JOB TITLES

- A. In the event that the Township wishes to establish a new bargaining unit job title or change the duties as described in the generic job description of an existing job title, the Association shall be notified, in writing of the new job title. Such notice shall be provided prior to the implementation date of the new title, except in case of an emergency. The notice shall contain the new job description and/or the changed generic job description, and the proposed salary range.
- B. If requested by the Association and within ten (10) days of said notification, the Township and the Association shall negotiate the salary range assigned subject to the Public Employment Relations Commission rules and law governing negotiations.
- C. Should the parties fail to agree on an appropriate salary range for the new or changed job prior to implementation of the title, the Township retains the right to set the initial salary range while continuing negotiations on the subject. In the event the

parties disagree as to where a new or changed job should be placed in the bargaining unit, the parties retain their rights to pursue settlement of the dispute through procedures established by PERC, or through the contractual grievance procedure, as appropriate.

**ARTICLE XIX
EDUCATION**

Educational expenses limited to the course fees and registration fees will be paid by the Township if courses taken directly relate to the individual's position. Transportation, housing and meal fees may be reimbursed with prior approval of the Business Administrator for said courses.

**ARTICLE XX
EQUAL TREATMENT**

The Township and the Association agree that there shall be no discrimination for reasons of sex, nationality, race, color, religion, age, marital status, sexual orientation, political affiliation, or Association membership or non-membership or Association activity or non-activity. The Association agrees to support the Township's efforts to eliminate discrimination and harassment from the workplace. The Association further agrees to support and abide by the Township's policies regarding discrimination and harassment, agreeing that disciplinary action up to and including termination may become necessary.

**ARTICLE XXI
PRIOR PRACTICE**

Any prior practice as defined by applicable law presently enjoyed by employees subject to this Agreement, shall be continued during the term of this Agreement.

**ARTICLE XXII
INDEMNITY**

All employees are covered by the Township liability insurance and Township Code Chapter 11A-1 et seq., Defense and Indemnification of Municipal Officers and Employees.

**ARTICLE XXIII
MEETINGS**

SECTION 1 - BETWEEN THE TOWNSHIP AND ASSOCIATION

A. It is agreed that the representative of the Township and the representatives of the Association will meet from time to time upon request of either party to discuss matters of general interest of concerning matters which are not necessarily a grievance as such. The purpose of the meeting shall be noted in writing prior to the meeting and mailed or delivered by hand to all interested parties.

1. Association

Township agrees to permit the Association the use of Council Chambers or Health Center Meeting Room for the purpose of holding the Association's meetings after working hours when no conflicts with previously scheduled meetings exist.

2. Association Board of Directors Meeting

Township agrees to permit the Association the use of the Health Center Meeting Room for the purpose of meetings to be held by the Board of Directors, said meeting to be held during lunch hours or after normal working hours, providing no conflict with previously scheduled meetings exists.

ARTICLE XXIV MISCELLANEOUS

Bulletin Boards will be made available by the Township for the use of the Association for the purpose of posting Association announcements and other information of a non-controversial nature.

ARTICLE XXV SEVERABILITY

- A. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. Therefore, the Township and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement.

C. Should any provisions of this Agreement be held illegal and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that part declared illegal and unenforceable had never been incorporated in this Agreement, and in such form the remainder of the Agreement shall continue to be binding upon the parties hereto.

**ARTICLE XXVI
FULLY BARGAINED PROVISIONS**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. 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 of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

**ARTICLE XXVII
DURATION**

This Agreement shall be effective as of the 1st day of January, 2010 and shall remain in full force and effect through the 31st day of December, 2014. It shall be automatically renewed, unless either party

shall notify the other in writing one hundred twenty (120) days prior to the expiration date of the contract that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin in a timely manner thereafter. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the expiration date.

**ARTICLE XXVIII
CONTRACT**

The Township agrees to furnish to the Association twenty-five (25) copies of this contract. It is understood and agreed that all matters included in the existing contract and not specifically discussed during negotiations shall continue in any new contract that is negotiated and agreed to.

TOWNSHIP OF WAYNE
SUPERVISOR'S ASSOCIATION
SCHEDULE A

CLASSIFICATION: S-14 **Department Heads**

Chief Assessor
Director of Health & Welfare
Director of Parks & Recreation
Director of Public Works
Township Planner

CLASSIFICATION: S-13 **Division Heads and Others**

Construction Code Official
Court Administrator
Div. Superintendent Equipment Maintenance
Div. Superintendent Management Information Systems
Div. Superintendent Parks & Forestry
Div. Superintendent Purchasing
Div. Superintendent Recreation
Div. Superintendent Recycling & Solid Waste
Div. Superintendent Roads
Div. Superintendent Water Pollution Control
Div. Superintendent Water/Sewer
Fire Official
Tax Collector
Township Engineer
*Assistant Township Engineer
*Supervisor Building Maintenance
*Supervisor Parks & Landscaping
*Supervisor Pollution Operations Manager
*Supervisor Water and Sewer Operations

(*These positions are not Division Heads)

TOWNSHIP OF WAYNE
SUPERVISOR'S ASSOCIATION
SCHEDULE B

SALARY INCREASE

January 1, 2010	\$250.
January 1, 2011	1.0%
January 1, 2012	1.0%
January 1, 2013	1.5%
January 1, 2014	1.5%

SALARY GUIDE

<u>S-13</u>		<u>S-14</u>	
2010	\$57,500	2010	\$67,500
2011	60,000	2011	70,000
2012	62,500	2012	72,500
2013	65,000	2013	75,000
2014	67,500	2014	77,500

The maximum guide for grades S13 and S14 shall be increased when needed by the amount necessary to allow any member to receive the full yearly across the board wage increase.

TOWNSHIP OF WAYNE
SUPERVISOR'S ASSOCIATION
SCHEDULE C

DUTY OFFICER LIST

Director of Public Works
Director of Parks & Recreation
Township Engineer
Div. Superintendent of Parks & Forestry
Div. Superintendent of Recreation
Div. Superintendent of Equipment Maintenance
Div. Superintendent of Recycling & Solid Waste
Div. Superintendent of Roads
Div. Superintendent of Water Pollution Control
Div. Superintendent of Water & Sewer
Assistant Township Engineer
Supervisor Parks & Landscaping
Supervisor Water Pollution Control Operations
Supervisor Water and Sewer Operations

SCHEDULE D
WAYNE SUPERVISOR'S ASSOCIATION

ANNUAL CLOTHING ALLOWANCE

1/1/10 - 12/31/14

Director of Health & Welfare	\$600
Director of Parks & Recreation	600
Director of Public Works	600
Township Planner	600
Construction Official	600
Div. Superintendent Equipment Maintenance	600
Div. Superintendent Parks & Forestry	600
Div. Superintendent Recreation	600
Div. Superintendent Recycling & Solid Waste	600
Div. Superintendent Roads	600
Div. Superintendent Water Pollution Control	600
Div. Superintendent Water/Sewer	600
Fire Official	600
Township Engineer	600
Assistant Township Engineer	600
Supervisor Building Maintenance	600
Supervisor Parks & Landscaping	600
Supervisor Water Pollution Control Operations	600
Supervisor Water and Sewer	600

- (c) this document was signed and delivered by the Association as its voluntary act duly authorized by a proper resolution of its Municipal Council.
- (d) this person knows the proper seal of the Association which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me
the date aforesaid.

Joseph Albanese

STATE OF NEW JERSEY)
) SS:
COUNTY OF PASSAIC)

I CERTIFY that on May 7th, 2010 Paul Margiotta personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Township Clerk of the TOWNSHIP OF WAYNE IN THE COUNTY OF PASSAIC, the corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer, who is Christopher P. Vergano, the Mayor of the corporation;

- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council.
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me
the date aforesaid.

Paul Margiotta