

AGREEMENT

between

**TOWNSHIP OF LACEY
County of Ocean, State of New Jersey**

and

**COMMUNICATIONS WORKERS OF AMERICA
AFL/CIO
REPRESENTING THE WHITE COLLAR EMPLOYEE UNIT**

January 1, 2004 to December 31, 2006

ARTICLE I
PURPOSE

- A. The purpose of this Agreement entered into by the TOWNSHIP COMMITTEE, TOWNSHIP OF LACEY, County of Ocean, State of New Jersey, and succeeding body elected by the people of the Township of Lacey, hereinafter referred to as the "Employer", and COMMUNICATIONS WORKERS OF AMERICA, AFL/CIO, hereinafter referred to as the "Union", has as its purpose the harmonious relations between the Employer and the Union, the establishment of rates of pay, classification and grades of positions under the Department of Personnel of the State of New Jersey, hours of work and other conditions affecting employment.

- B. This Agreement shall be consistent with N.J.A.C. Title 4A, Department of Personnel Rules and Regulations and Policies and Procedures Manual of the Township of Lacey.

ARTICLE II
RECOGNITION AND DEFINITION

- A. The Employer recognizes the Union as the exclusive bargaining agent for all of the full-time and part-time "White Collar Employees" working twenty (20) or more hours per week for the Employer in the classification listed under Schedule D, attached hereto and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include. This recognition shall continue in full force so long as the Union continues to be the elected representative of the employees covered,

- B. The word "employee" as used in this Agreement shall mean all permanent full-time and part-time white-collar personnel employed by the Township and provisional employees after ninety (90) days of employment.

ARTICLE III
DUES CHECK-OFF AND REPRESENTATION FEES

A. Dues Deduction

The Employer agrees to deduct the Union monthly membership dues from the pay of the member employees. Deduction forms will be available at the Treasurer's office. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union, together with a list of the names of all employees for whom the deductions were made, by the tenth day of the succeeding month after such deductions are made. Changes in dues shall be sent to the Township Administrator no less than thirty (30) days before they are to take effect.

B. Representation Fee

Any permanent employee and provisional employee, after ninety (90) days in the bargaining unit, on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five (85%) of the regular Union membership dues, fees and assessments as certified to the Township by the Union. The Union shall inform the Employer that it has in place a demand and return system. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township. For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year, shall be considered to be in continuous employment.

ARTICLE IV
WORK SCHEDULE

- A. The regular work week shall consist of not more than thirty-five (35) hours, on a schedule of not more than seven (7) hours per day, 8:30 a.m. - 4:30 p.m., exclusive of the lunch period, between Monday and Friday, inclusively. Hours for Police Department and Public Works white collar employees shall be between 8:00 a.m. to 4:00 p.m.

- B. The regular starting time of work cannot be changed without a two (2) week notice to the affected employees and the Union representative.

- C. Inclement Weather
 - 1. Should the employer close Township offices before the start of a workday due to inclement weather, all employees shall be credited with a day's work.

 - 2. Should an employee report for work and subsequently the Employer decides to close Township offices, such employee shall be credited for a day's work.

- D. A coffee break shall be authorized, not to exceed two (2) a day, of fifteen (15) minutes each to be scheduled by the immediate supervisor during each one-half (1/2) shift in the forenoon and in the afternoon.

ARTICLE V
OVERTIME

- A. All work performed in excess of thirty-five (35) hours in one (1) week, or seven (7) hours in one (1) workday, shall receive compensation at time and one-half the regular hourly rate of said employee and shall be paid in said employee's next regular payroll.
- B. All work performed on call-out basis shall be guaranteed a two (2) hour minimum at the rate of time and one-half.
- C. Assignment, as is reasonably practical, of overtime work shall be equitably offered to all employees in a particular job title. Said overtime work shall not be mandatory unless in an emergency. The Township Administrator shall decide whether an emergency exists. Employees shall not suffer any consequence by failure of said employee to accept overtime work.

ARTICLE VI
RATES OF PAY

- A. For all employees covered under this Agreement who were hired prior to January 1996 there shall be a retroactive 3.5% increase in salary for the 2004 calendar year, effective with the first pay period following January 1, 2004. For the 2005 calendar year of this Agreement, there shall be a retroactive 3.5% increase effective with the first pay period following January 1, 2005. For 2006 there shall be a 3.5% increase effective with the first pay period following January 1, 2006. Annexed hereto and made part thereof as Schedule A.
- B. On January 1 of each year of this Agreement, each employee hired prior to January 1, 1996 shall advance one step in the salary schedule.
- C. A system of position classifications with appropriate position description shall be maintained. Copies of the current position description will be made available to an individual employee, upon request, but only for that employee's position classification.
- D. Pre-1996 Employees: In the Classified Civil Service, who is assigned work in a higher paid job title, will be paid the higher classification's rate when performing those duties. Post 1996 Employees: In the Classified Service, who is assigned work in a higher paid job title, will, while working out of title, be paid a maximum of an additional twenty percent of the employee's own salary while working out of title. This provision shall also apply to out of title work outside of this unit. For clarification, see attached Letter of Agreement.
- E. Longevity pay shall be a recognized provision by the Employer for the employees and shall be specified in Schedule D attached.
- F. The Public Employees' Retirement System shall be a recognized pension plan by the Employer for employees.
- G. Upon resignation of an employee during contract negotiations, said employee shall receive retroactive pay under the new contract to the date of resignation.

- H. An employee hired before 1996, who is promoted to a higher level position shall be paid a salary which maintains an 8% differential above the employee's pre-promotion salary.
- I. Any person hired after January 1, 1996, shall not be placed on the step guide. There shall be a 6% differential between employee levels. Annexed hereto and made a part hereof is Schedule "B" which is a schedule of levels and titles, as well as their respective salaries for said positions. Employees hired 1996 or thereafter who were employed in calendar year 2004 shall receive a \$2,500 added to the base salary, and then increased by 3.5 percent, retroactively to the first pay period in January 2004. Employees hired during 2001 had their raises pro-rated. During 2005 employees hired after 1996 shall receive \$750 added to the 2004 base salary, and then increased by 3.5 percent. During 2006 employees hired after 1996 shall receive \$750 added to the 2005 base salary, and then increased by 3.5 percent. See Schedule "B."
- J. Those employees whose titles were in a higher level before the titles were realigned in the new contract should be grandfathered to receive the rate of pay at the level prior to the realignment.
- K. The salary for part-time CWA members will be at an hourly rate. The annual salary for their respective title will be divided by 1,820 hours to determine the appropriate hourly rate.

ARTICLE VII
INSURANCE

Employer shall supply, at no cost to employees:

- A. Hospitalization, medical and major medical, at least equal to or better than State benefit plan, for all full-time employees and their eligible dependents. Cost of annual eye examination and prescription lenses and frames, for full-time employees only, not to exceed \$175.00.
- B. The Township shall provide a prescription drug plan for all full-time employees and their eligible dependents covered under this Agreement, with the following co-pay: Five (\$5.00) co-pay for regular prescriptions; One (\$1.00) co-pay for generic drugs. Part-time employees and their eligible dependents receive a prescription drug plan with the following co-pay: Ten (\$10.00) co-pay for regular prescriptions; five (\$5.00) for generic drugs.
- C. The Employer shall also provide for all full-time employees and their eligible dependents a Dental Service Plan for an 80/20 basic coverage, 80/20 prostodontic coverage, to a maximum of \$1,000.00. Employer will be responsible for the full premium for the years 2004 through 2006. The Employer will also include a 50/50 Orthodontic Plan, with a maximum of \$800.00 coverage to those employees and their eligible dependents.
- D. Employer-Paid Legal Services Plan. The Employer shall also provide to employees a Paid Legal Services Plan. The cost to the Employer shall not exceed \$20.00 per employee.
- E. Any employee whose job duties require work on a "Video Display Terminal" (VDT) on an average of four (4) or more hours per day shall be reimbursed for one (1) additional eye examination per year at a cost not to exceed fifty (\$50.00) dollars.

- F. Beginning in 2003, any employee hired after January 1, 1996, shall receive dental benefits for the employee only. Additionally, the Township shall provide vision benefits to a maximum of \$175.00 per year, effective beginning 2003, to any employee hired after January 1, 1996. Vision coverage is transferable to another family member if not used by the employee.

- G. The employer will provide at no cost to former employee and employee's family, the cost of benefits outlined in Section A above: (1) If said Employee is disabled on the job and no longer employed by employer due to said disability; or (2) upon retirement after twenty-five (25) years of service, or a shorter period if provided by law; (3) if qualified retired employee expires, the surviving eligible family members will be provided for.

ARTICLE VIII
PAID SICK LEAVE

- A. Employees in the service of the Employer shall be entitled to the following sick leave absence with pay:

All permanent, full-time employees, following ninety (90) days probationary period, shall receive from date of appointment one (1) sick day with pay for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in every calendar year thereafter. The amount of such sick leave not taken shall accumulate from year to year.

- B. According to N.J.A.C. 4A: 6-1.3 (g) revised 9/21/77, sick leave means the absence of an employee because of illness, exposure to contagious disease, attendance upon a member of the immediate family (defined in Article X) who is seriously ill and requires the care or attendance of such employee, or death in his immediate family (See Article X).
- C. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those situations where notice must be made prior to the employee's starting time. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause of disciplinary action.
- D. Absence without notice for five (5) consecutive days shall constitute a resignation resulting from an unauthorized absence. Any employee who is so absent, without notice and approval of his superior of the reason for such absence and the time he expects to return, or who fails to report for duty within five (5) business days after the expiration of any authorized leave, shall be held to have resigned not in good standing.
- E. The employee shall be properly notified by personal service or certified mail, return receipt requested, of his involuntary resignation and the precise reason therefor, and entitlement to a Merit System Board Review if she/he so desires. The Employer shall report the resignation to the New Jersey Department of Personnel.

- F. An employee who has been absent on sick leave for five (5) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the Employer and thereafter may be required to submit acceptable medical evidence for any additional sick leave this year. In cases where an illness is of chronic or recurring nature causing recurring absences on one (1) day or less, only one (1) submission of such proof shall be necessary for a period of six (6) months.
- G. The Employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
- H. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required. In the case of death in the immediate family, reasonable proof shall be required.
- I. The Employer may require an employee who has been absent because of personal illness, as a condition of his or her return to duty, to be examined at the expense of the Employer by a physician designated by the Employer. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of other employees.
- J. 1. All employees shall be entitled upon retirement under the Public Employees Retirement System (P.E.R.S.) to receive a lump-sum payment at retirement as supplemental compensation for each full day of earned and unused accumulated sick leave, which is credited to them on the effective date of retirement.
2. The supplemental compensation payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave provided, however, that no such lump-sum payment of supplemental compensation shall exceed fifteen thousand dollars (\$15,000.00).
3. An employee so retiring must notify the Employer by January 15th of the year in which s/he intends to retire, so as to receive the benefits under this section in that

calendar year. In the event the employee does not give notice prior to January 15th in the year in which s/he desires to retire, then the benefits provided for under this section will be paid in the following calendar year.

- K. If an employee covered by this Agreement has accumulated forty (40) days of sick leave and has not used more than seven (7) sick days in that year, the employee may buy back ten (10) days of his/her yearly accumulated sick leave at 75% of the base rate of pay. He/she shall apply in writing between January 1 - January 4 of the succeeding year, and payment shall be made by the second pay period in January.

ARTICLE IX
JURY DUTY

- A. Employees shall be granted a leave of absence without loss of pay any time they are required or summoned to report for Jury Duty or Jury Service as prescribed by applicable law. In no event is an employee to be excused from work for more days than those of such duty performed. The employee shall notify the Employer immediately of the requirement for this leave and subsequently furnish evidence that she or he performed the duty for which the leave was required.

- B. Inasmuch as the Township assures continued payment to the employee on jury duty, in those instances where jury duty results in the employee receiving compensation, such compensation shall be signed over to the Township.

ARTICLE X
BEREAVEMENT

- A. 1. In case of death of the immediate family of an employee, which means father, mother, spouse, child, grandparents, grandchildren, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, niece, nephew, or foster child of the employee, and relatives of the employee residing in the employee's household, the employee will be given three (3) consecutive days leave of absence with pay, one of which shall be the day of death or the day of burial/cremation. They do not need to be used consecutively. This is to allow the employee to attend the scheduled services or rites, (i.e., funeral, memorial, burial, religious service, cremation, viewing, wake) of the type of family member listed.
2. An employee shall be entitled to one (1) day off on the day of death or for attendance at scheduled services or rites, (i.e., funeral, memorial, burial, religious service, cremation, viewing, wake) of an aunt, uncle or cousin. Such leave is separate and distinct from any other leave.
- C. In the case of death in the immediate family, reasonable proof shall be required and no such leave will be taken until the immediate supervisor is so notified of the instance of bereavement. In the event death occurs out of New Jersey State, extensions of the original leave of absence made through the employee's immediate supervisor shall not be unreasonably withheld.

ARTICLE XI
UNPAID LEAVE

- A. Leave of absence without pay for a period of up to six (6) months may be granted for any reasonable purpose, and such leave may be extended or renewed for an additional six (6) months.

- B. Maternity leave shall conform to New Jersey Statutes and New Jersey Department of Personnel Rules and Regulations, and shall conform to the terms of Section A above.

ARTICLE XII
WORKERS' COMPENSATION

- A. All employees, by State law, are provided with workers compensation disability insurance. (NJSA 34:15-12)

- B. Additionally, the Township of Lacey will supplement any payments received as workers compensation for temporary disability to equal an employee's full salary for up to one year as long as the employee is temporarily disabled under workers compensation. This supplemental income, in the form of a leave of absence with pay, is available to any permanent full or permanent part-time employee who is injured or disabled as a result of his/her employment.

- C. Any employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of her/his regular shift that day. An employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the Workers' Compensation doctor to receive additional medical treatment during his or her regularly scheduled working hours shall receive his or her regular hourly rate of pay for such time.

- D. Employer will provide a group Disability Insurance program for non-work related disability, the cost of which shall be divided between the employer and the employees as agreed.

Vacation, sick and personal leave does not accrue while an employee is out on approved Workers' Compensation leave.

ARTICLE XIII
HOLIDAYS

A. All full-time employees are entitled to the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Floating Holiday*
Labor Day	

*To be scheduled individually by each employee and must be approved by the appropriate Department Head. The Floating Holiday must be used within each calendar year.

- B. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. Also to be observed are any other holidays and/or days off declared by law, proclamation, executive order, and/or resolution for municipal employees.
- C. If a holiday should fall within an employee's vacation period, that employee will not be charged for a vacation day. In order to be eligible for holiday pay, an employee must be on the active payroll of the employer and must have worked the day before and after the holiday, unless such absence is authorized.
- D. Part-time CWA members will be compensated monetarily for those Holidays that fall on their regularly scheduled work day for the amount of hours she/he would normally work on that day.

ARTICLE XIV
PERSONAL DAYS

A. All employees shall be granted three (3) personal days off with pay during the course of any calendar year, exclusive of vacation and sick leave. There shall, however, be a two (2) day minimum notice to the employee's immediate supervisor, except in an emergency. Where no immediate supervisor exists, notice shall be given to the Township Administrator and the Municipal Clerk.

B. Administrative Leave

1. If an employee has worked any six (6) consecutive months without using a day of sick leave, said employee shall receive one additional Administrative day. An employee can only begin to accumulate an additional six (6) months after one complete six-month cycle has taken place.

2. The additional Administrative day must be used within the next six-month period or be lost.

3. It shall be the responsibility of the employee to notify his/her supervisor when this additional Administrative day has been earned.

4. After confirming that the employee has not used any sick leave for six (6) consecutive months, the supervisor shall inform the Township Administrator of that fact and the employee shall be granted an additional leave day. Such Administrative leave days shall be in accordance with the needs of the Township and shall not be unreasonably denied. Such leave shall be requested in accordance with the section on personal leave.

ARTICLE XV
VACATIONS

A. Employees in the service of the Township of Lacey shall be entitled to the following annual vacation days with pay:

Up to one year of service	- one (1) day per month
after 1 and up to 3 years of service	- 12 days
after 3 and up to 6 years of service	- 15 days
after 6 and up to 8 years of service	- 19 days
after 8 and up to 11 years of service	- 20 days
after 11 and up to 14 years of service	- 21 days
after 14 and up to 20 years of service	- 22 days
after 20 years and thereafter	- 23 days

Vacation entitlement is determined by date of hire.

B. Vacation shall be granted at the time requested by the employee. If the nature of work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority will be given priority over an employee with less seniority. All vacations are subject to the approval of the employee's Department Head and, if necessary, depend upon the work of the Township permitting such vacation leave.

C. Where in any calendar year the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only. The Employer will grant an employee's request that five (5) vacation days be carried over into the next calendar year.

D. Upon the death of an employee, all earned unused vacation time will be paid to the estate.

ARTICLE XVI
STRIKES AND LOCKOUTS

- A. In addition to any other restrictions under the law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, interference with nor stoppage of the Employer's work. The Employer shall not cause any lockout.

- B. If either of the parties or if any person violates this section, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in court in addition to any other legal remedies which may be available.

ARTICLE XVII
EQUAL TREATMENT

- A. The Employer and Union agree that there shall be no discrimination towards any employee for reasons of sex, age, nationality, race, religion, marital status, physical handicaps, political affiliation, Union membership or non-membership, or Union activity.

- B. The parties further agree not to interfere with the rights of employees to become or not to become members of the Union. The Union recognizes its responsibility as the exclusive representative for all employees in the "White Collar Employees" unit without discrimination.

- C. The Employer also agrees that no employee shall be subjected to harassment or abusive language, and that every employee shall be treated within the accepted standards of common decency, courtesy and respect.

ARTICLE XVIII
DISCIPLINE

- A. Discipline of an employee shall be imposed only for just cause. "Discipline" under this Article means official reprimand, fine, suspension, demotion or removal. Demotion or removal based upon a layoff or other operational judgment of the Employer shall not be construed to be discipline. Just cause for discipline up to and including removal shall include, but not be limited to, those causes set forth in N.J.A.C. 4A:2-2.

- B. Where the Employer imposes or intends to impose discipline, written notice of such discipline shall be given to the employee. Such notice shall contain reasonable specification of the nature of the charge, a general description of the alleged act and/or conduct upon which the charge is based and the nature of the discipline. The name of any employee who is notified of disciplinary action shall also be transmitted to the Union within seventy-two (72) hours after such notice.

- C. In the event a formal charge of misconduct is made by the employer against an employee, and if she or he so requests, she or he shall be entitled to a Union representative as a witness or as an advisor during any subsequent interrogation of the employee concerning said charge. No recording of such procedure shall be made without notification to the employee. There shall be no presumption of guilt. The employee and/or the Union, if present, may request and receive a copy of any recordings, if made.

- D. Disciplinary disputes shall be subject to the Grievance Procedure herein set forth, except that arbitration, if selected, shall be advisory for major disciplinary actions, in accordance with current law and binding for minor disciplinary actions. Binding arbitration for any disciplinary disputes shall be reincorporated into the Agreement when and if allowed by law.

ARTICLE XIX
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with any appropriate member of the administration.
3. This constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement.

B. Definitions

A grievance is herein defined as a misinterpretation, misapplication or violation of the terms of this Agreement.

C. Presentation of a Grievance

The Employer agrees that, in the presentation of a grievance, there shall be no loss of pay for the time spent in presenting the grievance by the grievant and a Union representative.

D. Grievance Procedure

Step 1. The grievant and his/her Union Shop Steward shall present to the appropriate Supervisor, the employee's written grievance or dispute within fifteen (15) working days after he would reasonably be expected to know of its occurrence. Failure to act within said (15) days shall be deemed to constitute an abandonment of the grievance. The Supervisor shall schedule a hearing within ten (10) working days of receipt of the grievance and shall render a decision in writing to the grievant within ten (10) working days of the hearing. Step 1 may be waived by mutual agreement between the parties. Failure of the Supervisor to render a written decision within ten (10) working days shall permit the grievant to proceed to Step 2.

Step 2.

(a) If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's Union representative who is the Shop Steward or Local Union Officer to the Township Committee, within ten (10) working days of the written response from Step 1. The Township Committee shall hold a hearing within fifteen (15) working days of the request for the hearing and render a decision within twenty (20) working days from date of hearing. Failure of the Township Committee to render a decision within said twenty (20) day period shall constitute a denial of the grievance.

(b) Failure of the Union or the grievant to file for review within twenty (20) working days shall constitute an abandonment of the grievance.

Step 3.

(a) If no settlement of the grievance has been reached between the parties, the Union must file the request for arbitration within thirty (30) working days after the receipt of the Step 2 decision.

(b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before The Merit System Board. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c) Where the grievance involved an alleged violation of individual rights specified in N.J.A.C. Title 4A Law and Rules for which a specific appeal to the N.J. Department of Personnel is available, the individual may present his/her complaint to the N.J. Department of Personnel directly. The grievant may pursue the N.J. Department of Personnel procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time.

(d) Should the Union wish to move a grievance to arbitration, the parties will select an arbitrator by election from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission.

- (e) The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
- (f) The arbitrator shall hear the matter on the evidence and regulations as may be in effect by the N.J. Department of Personnel Commission. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinions which are not essential in reaching the determination. The decision shall be rendered within thirty (30) days of the hearing.
- (g) The cost of the Arbitrator and his expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
- (h) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- (i) The arbitrator may prescribe an appropriate back-pay remedy when he finds a violation of this Agreement, provided such a remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award that exceeds the Township's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
- (j) The decision or award of the arbitrator shall be final and binding on the Township, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.
- (k) Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.
- (l) There shall be no loss of pay for employees for the time spent either as grievant, witness or Union representative in any step of the grievance procedure.
- (m) Employee grievances shall be presented on prepared forms. The grievance procedure, as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties. It is understood that employees must sign their individual grievances.
- (n) Grievance resolutions or decisions at Steps 1 or 2 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is

made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the other party.

(o) The Union representative shall be allowed time off during working hours to investigate each grievance.

ARTICLE XX
GENERAL PROVISIONS

- A. Employees shall receive in any contract year all benefits negotiated with other employees in the same bargaining unit of the Employer when said benefit is compatible with work performed for all employees.

- B. The parties recognize and agree that they separately maintain and reserve all rights to utilize the process of the Public Employment Relations Commission of compulsory binding arbitration, and the process of judicial review of any and all claims or defenses in legal actions surrounding such proceedings as unfair practices, scope of negotiations, enforcement or modification of arbitration awards, arbitrational issues, and specific performance of the Agreement.

- C. Complete Agreement. The Employer and the Union acknowledge this to be their complete Agreement inclusive of all negotiable issues whether or not discussed.

ARTICLE XXI
UNION RIGHTS

- A. Bulletin boards will be made available by the Employer for the use of the Union for the purpose of posting union announcements and other information of a non-controversial nature.

- B. Access to Premises. Union officials and duly authorized representatives (Shop Stewards) on Union business, whose names and identifications have been previously sent to and acknowledged by the Employer, shall be admitted to the premises by the Employer. Requests for such visits shall be directed with one (1) week's advance notice to the Employer and shall include the purpose of the visit, proposed time and date, and specific work areas involved. Permission for such visits shall not be unreasonably withheld. Union officials and representatives (Shop Stewards) shall have the chance to consult with employees in the "White Collar" Unit before the work shift starts, during lunch or break, or after the work shift. The Employer will designate appropriate facilities for such meetings.

- C. Union Leave. The Employer agrees to provide during the duration of this Agreement leaves of absences with pay not to exceed a total of twenty (20) days per year for Union officers and shop stewards to attend union business. If negotiation sessions are scheduled during the normal working hours, Union delegates for those activities will be excused to attend such sessions without loss of pay. Any leave not utilized in this period shall not be accumulated, and it is exclusive of that leave provided and granted under N.J.S.A. 38:23-2. Application for the use of union leaves shall be made in writing ten (10) days in advance. Approvals for such leave shall not be unreasonably withheld. Leave granted to an individual shall not exceed five (5) days for any single activity.

- D. Representation Lists. The Union agrees to furnish the Employer with written lists of officials and representatives (Shop Stewards), including the latter's appropriate and mutually agreed upon grievance districts. Such lists shall be kept current by the Union as to any changes.

- E. Shop Stewards. The Union has the sole right and discretion to designate stewards and to specify their respective responsibilities and authority to act for the Union. The parties agree to accept a reasonable number of stewards (maximum of three {3}), and to afford to those stewards all privileges provided herein.

- F. Union Privileges. Where the Employer has a newsletter, Union announcements may be included if requested by the Union President. The interoffice mail system may be available for delivery of Union mail, provided that priority is retained for the Employer's business. When phone messages for Union representatives are received by the Employer, the message will be delivered at the earliest possible time.

ARTICLE XXII
MANAGEMENT RIGHTS

The jurisdiction and authority of the Employer over matters not covered by this Agreement are expressly reserved by the Employer and become the sole right of the management.

ARTICLE XXIII
SAVINGS CLAUSE

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties may commence negotiations relative to the invalidated portion.

ARTICLE XXIV
EDUCATIONAL INCENTIVE

- A. Provided that no federal or state funds are available for education, the Township agrees to pay 80% of the tuition cost of all job-related courses and college courses, provided the college courses are approved by the Middle States Association of Colleges and Schools, up to a Master's Degree or equivalent, for an Employee who attains a grade of "C" or better in any such course. The tuition payment shall be based upon the current year's State College credit cost. In the event that state and/or federal funds are available to an Employee for tuition, the Township shall pay the difference between the tuition cost of the course and the amount of state and/or federal funds being received for tuition. However, the Township shall not be responsible for more than 80% of the tuition cost.

- B. The Township agrees to pay the tuition cost at the beginning of the semester; however, if a grade "C" or better is not attained, the Township will only reimburse the particular Employee involved for any additional courses until the Employee, at her own expense, successfully completes the course in which she failed to get a "C" or better, by attaining a grade of "C" or better. If the Employee fails to complete a course with a grade of "C" or better and fails to retake the course, at her own expense, and attain the grade of "C" or better within one year of receiving her final grade in that course, then that Employee shall pay unto the Township the tuition payment which the Township made to the Employee with regard to that particular course.

The Employee shall always have the right to reimburse the Township for the tuition for any course in which he received a grade below "C", and upon such reimbursement, the Employee shall receive tuition payments under this section as if s/he had never taken the course in which s/he failed to attain the grade of "C" or better.

- C. Upon completion of a Bachelor's Degree or Master's Degree, the Employee agrees to remain in the employ of the Township as a full-time Employee for a minimum of two years. However, in lieu of said two-year employment requirement, the Employee has the option to repay to the Township any and all tuition costs paid by the Township in regard to the Employee's education.

- D. Tuition reimbursement for part-time CWA members, up to \$500.00 per semester, and not to exceed \$1,000.00 per year.

- E. In order to be eligible for the benefits conferred by this Article, an employee must notify the Administrator by January 10th of each year of their intention to utilize the benefits provided by this Article. Failure to notify the Administrator by January 10th of each year may disqualify the employee from utilization of benefits provided in this Article.

ARTICLE XXV
SENIORITY

It is hereby agreed, subject to Department of Personnel Rules, that the parties hereto recognize and accept the principle of seniority in all cases of transfer, demotion, promotions, assignment of schedules, layoffs and recalls. In all cases, said seniority shall be given preference subject to ability of employee to perform the work in a satisfactory manner which will be a factor in designating the employee to be affected.

ARTICLE XXVI
RECLASSIFICATION

It is agreed that a restructuring of positions is available under the administrative reclassification procedures as specified in N.J.A.C. 4A: 3-3.1, of the New Jersey State Department of Personnel. Reclassification means the change of an individual position from one (1) class to a different class in the same division of the classified service. Such restructuring is responsive for the changing circumstances of employment and is intended to provide greater equity to the employees involved and to establish an improved career development pattern. No reclassification of any position shall become effective until the New Jersey Department of Personnel has so advised the Employer and employee holding the position. Should the change adversely affect an employee or should the Employer disagree with the reclassification, an appeal may be made within twenty (20) days of the notification to the New Jersey Department of Personnel, whose determination shall be final.

ARTICLE XXVII
SAFETY AND HEALTH

- A. The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment and at their place of employment.

- B. Employee complaints of unsafe and unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. Corrective action shall be initiated as soon as possible to remedy the condition within safety guidelines. If not, then redress may be sought through the established grievance procedure.

- C. Employees shall not be required to work under conditions that are not within safety guidelines. An employee whose work is temporarily eliminated as a result of the foregoing may be promptly assigned on an interim basis to other comparable work which the employee is qualified to perform.

- D. If an employee incurs an on-the-job injury during normal working hours, requiring medical attention, the Employer will expedite such medical treatment by summoning an ambulance or providing transportation to a recognized medical facility. References to safety are intended to include a concept of reasonable personal security and protection which shall be maintained to insure employees against physical harm.

ARTICLE XXVIII
TERMINATION

This Agreement shall be effective on the first day of January 2004, and shall remain in full force and effect until the 31st day of December 2006. It shall automatically be renewed from year to year unless either party shall notify the other in writing, sixty (60) calendar days prior to the expiration date, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) calendar days prior to the expiration date. If a new contract has not been entered into between the Employer and the "White Collar Unit" on or before the first day of January 2007, then the terms and conditions of this contract, except for those conditions as specified in Section C of Article VI, shall be in full force and effect until such contract is signed.

IN WITNESS WHEREOF, the Employer and the Union have caused this Agreement to be signed by their duly-authorized representatives as of this 6th day of April 2004.

TOWNSHIP OF LACEY

For COMMUNICATIONS WORKERS OF AMERICA, A.F.L./C.I.O.#1088
Representing the White Collar Employee Unit of Lacey Township

By: /s/ John C. Parker
Mayor

By: /s/ Kathryn Moore
Vice President

/s/ John Alphonse
CWA Representative

ATTEST:

ATTEST:

/s/ Veronica Laureigh
Township Clerk

/s/ Maureen Bier

SCHEDULE A

EMPLOYEES HIRED BEFORE JANUARY 1, 1996

LEVEL II: Account Clerk, Assessing Aide, Assessing Clerk, Assistant Assessor, Clerk-Stenographer, Clerk-Transcriber, Clerk-Typist, Data Entry Machine Operator, Police Records Clerk, Recreation Aide, and Tax Clerk

<u>YEAR</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
2004	\$31,321	\$33,358	\$35,552	\$37,832	\$40,293
2005	\$32,417	\$34,526	\$36,796	\$39,156	\$41,703
2006	\$33,552	\$35,734	\$38,084	\$40,526	\$43,163

LEVEL III: Senior Account Clerk, Senior Assessing Aide, Senior Assessing Clerk, Senior Assessing Clerk-Stenographer, Senior Assistant Assessor, Senior Clerk-Stenographer, Senior Clerk-Transcriber, Senior Clerk-Typist, Senior Data Entry Machine Operator, Senior Recreation Aide and Senior Tax Clerk.

<u>YEAR</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
2004	\$33,828	\$36,026	\$38,365	\$40,858	\$43,518
2005	\$35,012	\$37,287	\$39,708	\$42,288	\$45,041
2006	\$36,237	\$38,592	\$41,098	\$43,768	\$46,617

LEVEL IV: Principal Account Clerk, Principal Assessing Aide, Principal Clerk-Stenographer, Principal Assistant Assessor, Principal Clerk-Transcriber, Principal Clerk-Typist, Principal Data Entry Machine Operator, Principal Tax Clerk, Property Clerk/Word Processing Operator, Senior Police Records Clerk, Senior Police Records Clerk-Typing, Technical Assistant Office of CO, Principal Clerk/Technical Assistant, Management Information Systems and Violations Clerk.

<u>YEAR</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
2004	\$36,553	\$38,909	\$41,433	\$44,128	\$46,998
2005	\$37,812	\$40,271	\$42,883	\$45,672	\$48,643
2006	\$39,135	\$41,680	\$44,384	\$47,271	\$50,346

LEVEL V: Administrative Clerk, Administrative Secretary, Chief Assistant Assessor, Supervising Tax Clerk, and Assistant Zoning Officer.

<u>YEAR</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
2004	\$39,456	\$42,022	\$44,750	\$47,657	\$50,757
2005	\$40,837	\$43,493	\$46,316	\$49,325	\$52,533
2006	\$42,266	\$45,015	\$47,937	\$51,051	\$54,372

SCHEDULE B

EMPLOYEES HIRED AFTER JANUARY 1, 1996

LEVEL I: Clerk

<u>YEAR</u>	<u>SALARY</u>
2004	\$25,267
2005	\$26,928
2006	\$28,647

LEVEL II: Account Clerk, Assessing Aide, Assessing Clerk, Assistant Assessor, Clerk-Stenographer, Clerk-Transcriber, Clerk-Typist, Data Entry Machine Operator, Police Records Clerk, Recreation Aide and Tax Clerk.

<u>YEAR</u>	<u>SALARY</u>
2004	\$26,559
2005	\$28,265
2006	\$30,031

LEVEL III: Senior Account Clerk, Senior Assessing Aide, Senior Assessing Clerk, Senior Assessing Clerk-Stenographer, Senior Assistant Assessor, Senior Clerk-Transcriber, Senior Clerk-Typist, Senior Clerk-Stenographer, Senior Data Entry Machine Operator, and Senior Tax Clerk.

<u>YEAR</u>	<u>SALARY</u>
2004	\$27,925
2005	\$29,679
2006	\$31,494

LEVEL IV: Principal Account Clerk, Principal Assessing Aide, Principal Assessing Clerk, Principal Assistant Assessor, Principal Clerk-Transcriber, Principal Clerk-Typist, Principal Clerk-Stenographer, Principal Data Entry Machine Operator, Principal Tax Clerk, Property Clerk/Word Processing Operator, Senior Police Records Clerk, Senior Police Records Clerk-Typing, Technical Assistant Office of CO, Principal Clerk/Technical Assistant, Management Information Systems and Violations Clerk.

<u>YEAR</u>	<u>SALARY</u>
2004	\$29,378
2005	\$31,182
2006	\$33,050

LEVEL V: Administrative clerk, Administrative Secretary, Chief Assistant Assessor, Supervising Tax Clerk and Assistant Zoning Officer.

<u>YEAR</u>	<u>SALARY</u>
2004	\$30,916
2005	\$32,774
2006	\$34,697

SCHEDULE D

A.	<u>LONGEVITY</u>	<u>CUMULATIVE</u>
	7 th year.....	\$ 225.00
	8 th year.....	\$ 375.00
	9 th year.....	\$ 550.00
	10 th year.....	\$ 750.00
	11 th year.....	\$ 900.00
	12 th year.....	\$1,075.00
	13 th year.....	\$1,250.00
	14 th year.....	\$1,425.00
	15 th year.....	\$1,600.00
	16 th year.....	\$1,775.00
	17 th year.....	\$1,950.00
	18 th year.....	\$2,125.00
	19 th year.....	\$2,300.00

C. In computing the length of service, payment will start with the first full pay period following the employee's anniversary date. Any interruption of service due to a cause beyond the employee's control, i.e., military service, injury or illness, shall be considered as service for the purpose of determining the completion of said cumulative periods of service with the Employer.

SCHEDULE E

JOB TITLES

TITLE

Level I

Clerk

Level II

Account Clerk

Assessing Aide

Assessing Clerk

Assistant Assessor

Clerk-Stenographer

Clerk-Transcriber

Clerk-Typist

Data Entry Machine Operator

Police Records Clerk

Recreation Aide

Tax Clerk

Level III

Coordinator of Scheduling,
Recreational Activities

Senior Account Clerk

Senior Assessing Aide

Senior Assessing Clerk

Senior Assessing Clerk-Stenographer

Senior Assistant Assessor

Senior Clerk-Stenographer

Senior Clerk-Transcriber

Senior Clerk-Typist

Senior Data Entry Machine Operator

Senior Tax Clerk

TITLE

Level IV

Senior Police Records Clerk

Senior Police Records Clerk-Typing

Principal Account Clerk

Principal Assessing Aide

Principal Assessing Clerk

Principal Assistant Assessor

Principal Clerk/Technical Assistant-MIS

Principal Clerk-Transcriber

Principal Clerk-Typist

Principal Clerk-Stenographer

Principal Data Entry Machine Operator

Principal Tax Clerk

Property Clerk/Word Processing Oper.

Recreational Leader

Technical Assistant Office of CO

Level V

Administrative Clerk

Administrative Secretary

Chief Assistant Assessor

Supervising Tax Clerk

Future Property Clerk Title

Recreation Program Coordinator

Assistant Zoning Officer

Letter of Agreement

This letter sets forth the terms of agreement for item number 7 of the Township of Lacey and Communications Workers of America, AFL-CIO Memorandum of Agreement dated January 6, 2004 as it pertains to the Communication Workers of America, AFL-CIO, Local 1088 contract with the Township of Lacey.

The Memorandum of agreement item number 7 states:

Article VI, Paragraph D of the agreement will be modified as follows:

An employee in the Classified Service, who is assigned work in a higher paid job title will, while working out of title, be paid a maximum of an additional 20 percent of the employee's own salary while working out of title. This provision shall also apply to out of title work outside of this unit.

This Letter of agreement defines the intent of the Memorandum provision as follows:

An after 1996 hire in the Classified Service, who is assigned work for someone outside of the after 1996 hire salary guide shall receive a maximum of an additional 20 percent of the employee's own salary while performing work outside of the after 1996 hire salary guide.

This letter accurately summarizes all of the terms we have discussed and agreed upon. There can be no changes unless stated in writing and signed by all six parties that signed the original Memorandum of agreement. If all of the above meets with your approval, please sign and date below. Thank you for your cooperation.

ACCEPTED AND AGREED:

FOR THE TOWNSHIP OF LACEY

/s/ John F. Adams
John F. Adams, Administrator

/s/ Matthew A. Leahey
Matthew A. Leahey, Attorney

FOR CWA

/s/ John Alphonse
John Alphonse, CWA State Staff Rep

/s/ Sharon Plath
Sharon Plath, Pres. CWA Local 1088

/s/ Maureen Bier
Maureen Bier, Chapter Vice Pres.

/s/ Loretta A. Rule
Loretta Rule, Shop Steward

Letter of Agreement

This Letter of Agreement is between the Communication Workers of America Local 1088 Contract and the Township of Lacey.

The agreement is necessary to properly place Assistant Zoning Officer as a full time title and remove it from the existing language as an add-on title in the contract dated January 1, 2004 to December 31, 2006. This change is necessary to provide consistence and continuity in the title placements within the contract per Department of Personnel guidelines and the request of Lacey Township.

Lacey Township and Communication Workers of America, Local 1088 have agreed that:

1. The title Assistant Zoning Officer is removed from the schedule as an add-on title with a salary of \$3,000.00
2. The title Assistant zoning Officer is a full time position in the before 1996, Schedule A and after 1996 Schedule B and Schedule D of the contract.
3. The title Assistant Zoning Officer is placed in the 5th Level of the Schedules of the contract for before and after 1996 employees.

In witness hereof, the Employer and Union have caused this Addendum to be signed by their duly authorized representatives as of this 26th day of July, 2004.

Township of Lacey

By: /s/ John F. Adams Title: Administrator/CFO

Communication Workers of America, A.F.L./C.I.O. # 1088

By: /s/ Kathryn Moore Title: Executive Vice President, CWA, Local 1088