

**AGREEMENT BETWEEN TOWNSHIP OF SCOTCH PLAINS AND  
THE SCOTCH PLAINS PUBLIC WORKS AND RECREATION ASSOCIATION**

This Agreement made this 24th day of May 1991 between the Township of Scotch Plains (Employer) and the Scotch Plains Public Works and Recreation Association (SPPWRA) is for the purpose of covering wages, hours of work, fringe benefits and finance procedures.

**RECOGNITION**

The Township hereby recognizes the SPPWRA as the exclusive majority representative for members of the Public Property and Recreation maintenance staff of the Township of Scotch Plains, with the exception of the Directors, Foremen, Assistant Foremen, Senior Pumping Station Operator, Greenskeeper, Repairer assigned to Township Hall, and office personnel. All other employees of the Department of Public Property and the Recreation maintenance staff are deemed to be members of the SPPWRA and, therefore, parties to this agreement.

It is agreed between the Employer and the SPPWRA that:

1. The two year agreement (January 1, 1991 through December 31, 1992 compensating all full time employees of the Township represented by the SPPWRA and employed by the Department of Public Property or the Recreation Commission is acceptable to both parties. The wage portion of the contract begins January 1, 1991 and ends December 31, 1992, and represents the complete and final understanding on all bargainable issues between the Township and the SPPWRA as they have been negotiated in this agreement.

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2. A 6% wage increase will be implemented effective January 1 of 1991. This 6% increase will be implemented as follows: Using 1990 hourly wage rates, the 6% increase will be added for 1991. An additional 5% will be implemented for 1992 over the 1991 hourly wage rate effective January 1, 1992. See Appendix A for wage rates for existing employees for this contract period. Future contracts between the SPPWRA and the Township in respect to salary increases will be retroactive to January 1 of any year.

3. Employees represented by the SPPWRA, in addition, will receive a supplemental uniform allowance of \$275 per annum. This allowance will be paid in the first week of December of each year. Payments will be pro-rated based upon the months worked for employees that retire or terminate with the Township during the specific year of separation from service. Employees of the Recreation Commission, represented by the SPPWRA, will receive the same percentage increases and supplemental uniform allowance, effective, January 1, 1991.

4. GRIEVANCE PROCEDURE.

Section 1. Any dispute involving the interpretation or application of any of the provisions of this agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor, either directly or through SPPWRA's designated representative for the purpose of resolving the matter informally. Should the grievance be against

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the immediate supervisor, the employee may request a joint meeting with the said supervisor and the next in command present. Any decision reached should be confirmed via written documentation.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a grievance in writing with the Director of Public Property, or, in the case of employees of the Recreation Commission, with the Director of Parks and Recreation, or her designated representative. Those parties present at Step 1 may be present at Step 2. The Director of Public Property or the Director of Parks and Recreation will render a decision within ten (10) working days. If the Director of Public Property or Parks and Recreation was involved in the Step 1 grievance, and the aggrieved party wishes to take the grievance further, he shall bypass Step 2 and proceed to Step 3.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, he may submit the matter for review by the Township Manager within five (5) working days after receiving the decision in Step 2. The Township Manager shall render a decision from the record before him in writing within ten (10) working days.

Section 2. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

Section 3. Any grievance not presented under the grievance procedures described herein within seven (7) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this agreement unless reasons satisfactory to the Township are given in explanation of the failure to present the grievance within such time.

5. The fringe benefits enjoyed in this agreement are the following:

a. Paid vacation, as defined in the Salary Ordinance.

b. 15 days sick leave per annum. Unused sick days in any year will be accumulated as per Salary Ordinance.

c. Longevity allowance, as per the following schedule:

Following completion of 5 years service to completion of 10 years service, 2%.

Following completion of 10 years of service to completion of 15 years of service, 4%.

Following completion of 15 years of service to completion of 20 years of service, 6%.

Following completion of 20 years of service, 8%; computed to first of month nearest employment anniversary date.

d. Contributory life insurance through State plan.

e. All employees hired prior to January 1, 1991 will continue to receive health insurance (Blue Cross/Blue Shield and Major Medical at existing levels) at no cost to the employee, as long as the employee is employed by the Township of Scotch Plains. The current medical plan is the 14/20 plan under

State Health Benefits rules and regulations. Any employee hired after January 1, 1991 will reimburse the Township for 25% of health insurance costs annually (Blue Cross/Blue Shield and Major Medical),. This reimbursement will be made by way of a bi-weekly payroll deduction.

f. Contributory pension through State plan.

g. Pay for time spent on jury duty.

h. Pay for time spent on military maneuvers authorized by official orders of Reserve or National Guard unit.

i. In the event of the death of an employee's spouse, parents, children, sister, brother, father-in-law or mother-in-law, the employee shall be granted up to three (3) days leave of absence with no loss of regular pay between the date of death and the day after the funeral. Employees may be entitled to two(2)days leave with no loss of regular pay if a relative living under the same roof is deceased. Sufficient proof must be submitted to the Director in these cases.

j. The holidays that have been established for the length of the contract period are:

New Years Day	January 1, 1991	January 1, 1992
Martin Luther King Day	January 21, 1991	January 20, 1992
Lincoln's Birthday	February 12, 1991	February 12, 1992
Washington's Birthday	February 18, 1991	February 17, 1992
Good Friday	March 29, 1991	April 17, 1992
Memorial Day	May 27, 1991	May 25, 1992
Independence Day	July 4, 1991	July 3, 1992
Labor Day	September 2, 1991	September 7, 1992
Columbus Day	October 14, 1991	October 12, 1992
Election Day	November 5, 1991	November 3, 1992
Veterans' Day	November 11, 1991	November 11, 1992
Thanksgiving Day	November 28, 1991	November 26, 1992
1/2 Day, Day before Christmas	December 24, 1991	December 24, 1992
Christmas Day	December 25, 1991	December 25, 1992
1/2 Day, Day before New Years Day	December 31, 1991	December 31, 1992

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k. The work week for Department of Public Property employees is defined as 40 hours, Monday through Friday. The work day is defined as from 7:00 a.m. to 3:30 p.m., with 1/2 hour off for lunch.

l. Overtime: Time and a half will be paid for all hours worked over 8 hours in a day and Saturdays. Double time will be paid on Sundays and Holidays. Double time for a Holiday is in addition to the Holiday pay received. Emergency call out will require a guaranteed minimum of two hours.

m. Uniform Allowance: The Township will continue to provide and maintain all year-round uniforms.

n. At the time of separation from service, an employee who has served a minimum of five consecutive years with the Township of Scotch Plains shall be entitled to partial compensation for unused sick leave accumulated during Township employment in accordance with the following schedule: One-third (1/3) day for each day of sick leave accumulated. No terminal leave payment shall be made to Township employees.

o. Employees who are terminating service by reason of having reached retirement age or by resignation, and have had ten years or more of total service with the Township, and who are on the Township's payroll through the month of January of the retirement or resignation year, shall receive at the time of retirement or resignation full annual vacation and sick leave entitlement that remain unused for that calendar year without regard to the actual date of termination.

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p. A prescription plan will be maintained by the Employer. The cost to the Employee will be \$1 for each prescription and/or renewal. All employees hired prior to January 1, 1991 will continue to receive this benefit with \$1 co-pay. Any employee hired after January 1, 1991 will no longer be eligible for any of the benefits relating to the prescription plan.

q. SPPWRA members are entitled to one (1) personal leave day per year. Approval from the Director of Public Property, or the Director of Parks and Playgrounds, or their authorized agent is required, and 48 hours notice should be given to the Employer prior to the date requested unless emergency circumstances arise. Effective January 1, 1991 each employee will receive an additional day off with pay annually for official business purposes with 72 hours notice required to the respective department head.

r. Employees of the bargaining unit that incur on-the-job injuries as certified by the Township physician, or other approved physicians, will not be charged any sick time loss for the first twenty-five (25) days of work that might be missed due to on-the-job incurred injuries during the one year period beginning January 1st through December 31st. The twenty-five (25) day allotment is an aggregate number of days per year, not per injury.

Any employee who incurs an injury on-the-job which results in absence from work for more than seven (7) days must file a worker's compensation claim. In cases involving worker's

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compensation, the employee will not be charged any sick time loss for the balance of the twenty-five (25) day allotment. The Township will retain all worker's compensation checks during the twenty-five (25) day period as the employee receives his regular pay. Prior to the depletion of the twenty-five (25) day allotment, the employee must choose to continue on the Township payroll if he is going to be out for longer than the balance of the twenty-five (25) days, or he must choose to withdraw from the Township payroll. If the employee chooses to remain on the Township payroll, checks will be issued by the Township to the employee using sick or vacation days (5a and 5b in the contract) as the applied credit for receiving regular bi-weekly pay until the employee's allotment of these days expires. Worker's compensation checks will then be reimbursed to the Township and sick leave and vacation days will be replenished to the employee based upon the amount of money that is paid by the insurance company for the job-incurred injury. At no time is an employee to receive more than their normal daily pay if out on worker's compensation. The Township Physician and the Township are the only parties that can make the final determination about the extent of injuries incurred on the job and any time that might be needed for recovery.

s. Employees are entitled to ten a (10) minute coffee break in the morning and a ten (10)minute coffee break in the afternoon to be taken at the place of work that day.

t. Employees are entitled to a fifteen (15) minute wash-up time prior to lunch at noon and at the end of the regular work day.

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u. All employees of the SPPWRA are entitled to a dental plan equivalent to the plan received by the PBA in binding interest arbitration in 1986. There will be no employee contribution, and dependents will be covered. The plan will be equivalent to New Jersey Dental Service Plan III-A excluding orthodontic coverage. The Employer will have the right to continue to choose any carrier that provides such equivalent coverage.

v. Each employee retiring after a minimum of twenty (20) years of service to the Township shall receive Three Hundred Dollars (\$300) annually for a maximum of five years for health insurance payment. This payment shall be made on or before January 1 of each year.

w. This agreement shall continue in effect after December 31, 1992, upon agreement of both parties.

SCOTCH PLAINS PUBLIC WORKS AND RECREATION ASSOCIATION

TOWNSHIP OF SCOTCH PLAINS

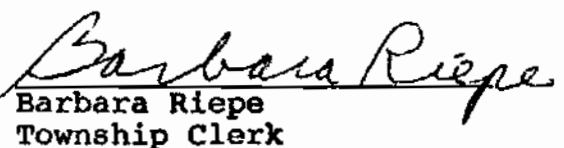
  
Natala Buro                      6-26-91  
Date

  
Alan M. Augustine, Mayor

  
Gordon Ross                      6-26-91  
Date

Date 6/26/91

  
Christopher Monahan              6/26/91  
Date

  
Barbara Riepe  
Township Clerk

Date 6/26/91



APPENDIX A

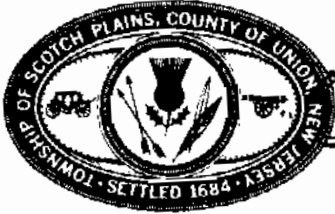
HOURLY WAGE RATES FOR EXISTING SPPWRA EMPLOYEES

NOT INCLUDING LONGEVITY

	<u>1991 HOURLY RATE AT 6% EFFECTIVE JANUARY 1, 1991</u>	<u>1991 HOURLY RATE AT 5% EFFECTIVE JANUARY 1, 1992</u>
Mechanic -Diesel	15.80	16.59
Equipment Operator (All types of Equipment)	15.08	15.83
Public Works Repairer	14.39	15.11
Public Works Repairer (Motor Broom Operator)	14.79	15.53
Public Works Repairer (Sewer)	.15 Per Hour Over Base Rate	.15 Per Hour Over Base Rate
Laborer	11.52	12.10
Public Works Laborer (Sewer)	.15 Per Hour Over Base Rate	.15 Per Hour Over Base Rate
Pumping Station Operator	15.08	15.83
Public Works Trainee	13.79	14.48
Senior Recreation Maintenance Worker	14.68	15.41
Assistant Greenskeeper/ Maintenance Worker	13.93	14.63
Maintenance Worker	13.93	14.63
Equipment Operator/Pumping Station Operator	15.08	15.83
Senior Public Works Repairer	14.68	15.41

The Director may at his (her) discretion engage starting Laborers at either \$.50 or \$.25 less than the maximum rate depending upon past experience. If an employee is hired at \$.50 less than the top rate, and the Director recommends that an increase of \$.25 be given, which is discretionary, this increase could take effect after three months. If an employee is hired at \$.25 less than the maximum rate, the Director can recommend in six months or less depending upon performance that this individual be increased to the top rate of pay that is authorized.

*TGA*  
*[Signature]*



TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

MUNICIPAL  
MANAGER

430 Park Avenue  
Scotch Plains, N.J.  
07076

(201) 322-6700

September 4, 1991

Mr. James W. Mastriani, Chairman  
NJ Public Employment Relations Commission  
495 West State Street  
CN 429  
Trenton, NJ 08625

Dear Mr. Mastriani:

A few months ago negotiations were concluded between the Township of Scotch Plains and representatives of the Scotch Plains Public Works and Recreation Association. The collective bargaining process resulted in a new labor contract which will expire on December 31, 1992. Enclosed please find three copies of this agreement for your records.

Sincerely yours,

Thomas E. Atkins  
Municipal Manager

TEA:at  
Encs.  
cc: Barbara Riepe, Township Clerk