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A G R E E M E N T

between

TOWNSHIP OF UPPER

CAPE MAY COUNTY, NEW JERSEY

and

COUNCIL 71

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, (AFSCME), AFL-CIO

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RUTGERS UNIVERSITY

January 1, 1991

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PREAMBLE

THIS AGREEMENT entered into as of this 2nd day of January, 1991, by and between the TOWNSHIP OF UPPER, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "TOWNSHIP", and COUNCIL 71, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, (AFSCME), AFL-CIO, hereinafter called the "UNION", represents the complete and final understanding on all of the bargainable issues between the TOWNSHIP and the UNION.

ARTICLE 1

RECOGNITION

In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated April 21, 1980 (Docket No. RO-80-121), the TOWNSHIP recognizes the UNION as the exclusive collective negotiations agent for all employees covered in the aforementioned Certifications and more specifically including all laborers, truck drivers, equipment operators, mechanics, recreation maintenance workers, carpenters, and all non-professional employees employed by the Township of Upper, but excluding managerial, confidential and professional employees, police and craft employees and supervisors within the meaning of the Act.

ARTICLE 2

DUES CHECK-OFF

The TOWNSHIP agrees to deduct the monthly membership dues from those employees who individually request that such deductions be made. Such request must be made, in writing, to the Employer (TOWNSHIP). The amounts to be deducted shall be certified in writing to the TOWNSHIP by the UNION and the aggregate deductions shall be remitted to the UNION by the TOWNSHIP together with a list of the names of all employees for whom the deductions were made.

ARTICLE 3

MANAGEMENT RIGHTS

A. The TOWNSHIP hereby retains and reserves unto itself, without limitations, 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. To the executive management and administrative control of the TOWNSHIP Government and its properties and facilities and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and

conditions for continued employment or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the TOWNSHIP, the adoption of policies, rules, regulations and practices in 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 powers, rights, authority, duties and responsibilities under Title 40, Title 40A, Title 11 of the Revised Statutes of the State of New Jersey, or any other federal, state, county or local laws or ordinances.

ARTICLE 4

GRIEVANCE PROCEDURE

A. PURPOSE:

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution of the problems which may arise affecting the terms and conditions of this Agreement. 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 having a grievance to discuss the matter informally with any appropriate member of the department supervisory staff and having the grievance adjusted without the intervention of the UNION.

B. DEFINITION:

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the UNION or the TOWNSHIP.

C. STEPS OF THE GRIEVANCE PROCEDURE:

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent, in writing:

STEP ONE:

(a) An employee shall institute action under the provisions hereof within two (2) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said two (2) working days shall be deemed to constitute an abandonment of the grievance.

(b) The immediate supervisor shall render a decision within five (5) working days after receipt of the grievance.

STEP TWO:

(a) In the event a satisfactory settlement has not been reached under Step One, the employee shall, in writing and signed on forms supplied by the TOWNSHIP or the UNION, file his grievance with his department head within five (5) working days following the determination by the immediate supervisor.

(b) The department head, or a representative appointed by the department head, shall render a written decision on the grievance form within ten (10) working days from the receipt of the grievance.

STEP THREE:

(a) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the department head or his designated representative, the matter may be submitted to the Township Committee.

(b) The Township Committee shall provide the grievant the opportunity for a full and impartial hearing of the dispute with both sides (UNION and management) offering argument and testimony where necessary. Said hearing is to be held within ten (10) working days after receipt by the Township Clerk of a demand for such a hearing, which may be filed by any party to this Agreement and thereafter a written decision shall be rendered by the Township Committee within ten (10) working days from the date of the hearing.

(c) In the event that a hearing is not

demanded, the Township Committee shall review the matter and make a determination within fifteen (15) working days from the receipt of the grievance.

STEP FOUR: APPEAL TO DEPARTMENT OF PERSONNEL

(a) In the event that the aggrieved employee is dissatisfied with the decision of the Township Committee, such employee may, if permitted by law and by the rules and regulations from time to time established by the New Jersey Department of Personnel ("Department"), seek a review by the Department, which review shall be initiated and conducted in accordance with the rules and regulations of said Department.

(b) Any employee wishing to appeal to the Department shall do so by filing the appropriate request within fifteen (15) days of the decision of the Township Committee. In the event that an appeal to the Department is not initiated within such fifteen (15) day period, such failure shall constitute an abandonment and waiver of the right to seek a review by the Department.

(c) In the event of an appeal to the Department, any costs and expenses involved in such a proceeding, including but not limited to legal fees, shall be the sole and exclusive responsibility of the party incurring same.

STEP FIVE: ARBITRATION

(a) In the event an employee elects not to appeal the decision of the Township Committee to the New Jersey Department of Personnel, such employee may, if permitted by law

and by the rules and regulations from time to time established by the Public Employment Relations Commission (hereinafter PERC), appeal said decision to PERC. An arbitrator shall be selected in accordance with the rules and regulations of PERC.

(b) Any request to PERC must be initiated by the aggrieved employee within fifteen (15) days of the written decision of the Township Committee. Failure of the employee to file an appeal within such time period shall constitute an abandonment and waiver of the right to appeal to PERC.

(c) The arbitrator shall be bound and governed by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The decision rendered by any arbitrator selected pursuant to this Article shall be final and binding upon both parties to this Agreement.

(e) The TOWNSHIP expressly reserves the right to seek a judicial review of any appeal filed with PERC and, if appropriate to seek an Order of a Court of competent jurisdiction restraining such appeal and/or arbitration.

(f) The cost for the services of the arbitrator shall be borne equally by the TOWNSHIP and the UNION. Any and all other additional costs including legal fees shall be paid by the party incurring same.

D. UNION REPRESENTATION IN GRIEVANCE PROCEDURE:

1. At the request of the aggrieved employee, the Shop Steward may participate in the grievance procedure at Steps One and Two.

2. The International Representative of the UNION and the Shop Steward may participate in the grievance procedure at all subsequent steps.

ARTICLE 5

SENIORITY

A. Seniority, which is defined as continuous employment with the TOWNSHIP from the date of last hire, will be given due consideration by the TOWNSHIP under the following circumstances:

1. The most senior employees shall be given preference in the selection of vacations provided that there is no interference with the normal operations of the TOWNSHIP.

2. The employer shall assign overtime, preferential days off and shifts based upon an employee's seniority to the fullest extent possible and provided that there is no interference with the normal operations of the TOWNSHIP. To the greatest extent possible, such assignments shall be made on a rotating basis. This means that in the assignment of overtime, for example, management shall offer such work to that employee with the most seniority. On the next occasion when overtime is required, management shall offer it to the employee with

the next highest seniority and such a schedule shall be followed until a complete cycle is completed with regard to the employees in the bargaining unit. If a particular employee waives his seniority rights with respect to preferential assignment of overtime on a particular occasion, it shall be offered to the employee next in line based on seniority principles. There shall be no obligation on the TOWNSHIP's part to offer preferential assignment to an employee who has waived seniority preference until there has been a complete rotation within the department. With respect to those tasks which are deemed least desirable, the rotation shall occur in the same manner as above except in reverse order, that is, with the employee having the least seniority being assigned the task and on the next occasion the employee with the next to least seniority until there has been a complete cycle within the department. Notwithstanding the foregoing, whenever there is a need to rotate personnel due to sickness or absence of those laborers assigned as trashmen, such rotation shall occur within the category of laborers and the employees in that category shall first be exhausted before applying the rotation system to any other category or job title.

3. Job openings in the bargaining unit shall be filled by that individual having the best skills and abilities to perform the work. If two (2) employees are equally qualified to perform the work, then the employee with the most seniority will be given preference for the job.

4. In the event of a dispute between the parties hereto, an earnest effort shall be made to resolve the

differences and an informal meeting shall be held between the affected employee(s), UNION representatives and the TOWNSHIP. In the event that the parties cannot agree, then the grievance procedure specified herein shall control.

5. The positions of Road Foreman and Assistant Road Foreman now known as Road Supervisor and Assistant Road Supervisor are acknowledged and agreed to be managerial positions.

B. LAY-OFFS:

1. Any lay-offs which may be necessitated during the term of this Agreement shall be in accordance with seniority so that the first employee laid off in a particular classification shall be the employee with the least seniority.

2. The classifications are: equipment operator, truck driver and laborer. Additional classifications are mechanic, recreation maintenance worker and carpenter.

3. In addition to the above, any lay-offs shall occur in accordance with the procedures, rules and regulations promulgated by the New Jersey Department of Personnel.

ARTICLE 6

UNION RIGHTS, ACTIVITIES AND REPRESENTATION

A. Accredited representatives of the UNION may enter the TOWNSHIP facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the UNION decides to have its

representative enter the TOWNSHIP facilities or premises, it shall request permission from the Township Committee through notification to the Township Clerk, stating the reasons therefore and such permission shall be obtained by the Township Clerk from the Township Committee and the Township Clerk shall communicate such permission to the UNION. Such permission will not be unreasonably withheld, provided there will be no interference with the normal operations of the business of the TOWNSHIP government or the normal duties of employees. There shall be no UNION business transacted nor meetings held on TOWNSHIP time or property.

B. A Chief Shop Steward and a Shop Steward shall be the representatives of the UNION in the TOWNSHIP. Whenever changes to the UNION are made by the election of a Chief Shop Steward and/or Shop Steward, the names of the newly elected representatives shall be submitted, in writing, to the Township Clerk within two (2) working days of such election.

C. All elected and/or appointed UNION officials of the TOWNSHIP OF UPPER shall be permitted time off without loss of pay or benefits to investigate grievances by employees covered under this Agreement, or to engage in other UNION activities and education provided, however, that the maximum time permitted all such elected and/or appointed UNION officials shall be an aggregate of three (3) days or twenty-four (24) man-hours during each calendar year of this Agreement. It is understood that the total of three (3) days or a maximum of twenty-four (24) man hours shall apply in the aggregate during

each calendar year during the term of this Agreement and it is expressly understood that each elected and/or appointed official shall not individually be entitled to three (3) days per year for such activities. The TOWNSHIP shall not unreasonably deny permission for time off in order to engage in such activities provided that such activities do not interfere with the normal operations of the business of the TOWNSHIP or the normal duties of the employees. Any employee who will be off work and engaged in such activities shall notify the Township Clerk of such fact at least ten (10) days prior to the intended absence. The TOWNSHIP reserves the right to request such date be altered when it is reasonable to do so in order to insure the orderly and efficient transaction of TOWNSHIP business and in order to insure there will not be unreasonable interference with the conduct of TOWNSHIP business and operations.

D. An employee covered by the within Agreement shall be permitted to attend grievance hearings, arbitration hearings or Civil Service (Department of Personnel) hearings or any meeting called by the TOWNSHIP which may in any way affect the employee's terms and conditions of employment and/or the terms and conditions of this Agreement without loss of pay or benefits to said employee. Any preparation for grievance hearings, arbitration hearings or Civil Service (Department of Personnel) hearing shall be conducted by the affected employee on his own time and preparation for such hearing shall never be conducted on TOWNSHIP time.

ARTICLE 7

HOURS AND OVERTIME

A. The normal work week shall consist of forty (40) hours per week, five (5) days per week, Monday through Friday.

B. All work performed by an employee on Saturday or Sunday shall be compensated for at the premium rate of time and one-half (1-1/2). All work performed by an employee beyond the normal eight (8) hour workday shall be compensated for at the premium rate of time and one-half (1-1/2). After sixteen (16) consecutive hours of work an employee shall be compensated at double the normal rate commencing with the sixteenth (16th) hour and for each hour thereafter.

C. The overtime provisions of this Article shall apply only to full-time employees in permanent or probationary status and not to summer, seasonal, part-time or temporary employees.

D. All employees shall receive a fifteen (15) minute break in the morning from 10:00 a.m. to 10:15 a.m. and in the afternoon from 2:00 p.m. to 2:15 p.m. The break shall be taken at the employee's present location at the specified time.

E. Overtime shall be offered on the basis of generally accepted seniority principles and in accordance with Article 5(A) (2) hereof.

F. Nothing contained herein shall prevent the Township from hiring temporary employees, part-time employees, summer or seasonal employees.

G. Employees specifically identified in Paragraph "F" above shall not be used with the purpose of avoiding over-time for regular full-Time employees covered by this Agreement.

ARTICLE 8

WORKING CONDITIONS PERTAINING TO TRASH TRUCKS

A. Except for specific trips or for small individual pick-ups, the trash truck crew shall never consist of less than three (3) men, consisting of the driver and two (2) men working the rear.

B. When a laborer is absent from the above-mentioned crew, the replacement for the absent man shall be made on a rotating basis from the available laborers of the Department of Public Works and if there is not a laborer available, then from among the other employees of the Department of Public Works in accordance with Article 5, Section "A", Paragraph (2) of this contract.

C. The crew working the rear of the trash truck shall be entitled to certain hazardous duty pay as set forth in Article 13 hereof.

ARTICLE 8A

SPECIFIC CONDITIONS DURING SNOW PLOWING OR SALTING

Two (2) men shall be required in all trucks when the same are engaged in snow plowing or salting between sunset and

sunrise. Only one (1) man need be assigned to such trucks at any other time.

ARTICLE 9

HOLIDAYS

A. The following days shall be recognized as holidays with pay:

1. New Year's Day (January 1)
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day (July 4)
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. General Election Day
11. Thanksgiving Day
12. Friday following Thanksgiving Day
13. Christmas Day
14. Four (4) days for personal emergency

B. In addition to the holidays listed, any other day designated by executive order of the President of United States, the Governor of New Jersey or the Township Committee shall be treated as a holiday.

C. Employees who are scheduled to work on the

recognized holidays noted in this Article shall be paid on the basis of time and one-half (1-1/2) for the holiday as such.

D. If the following holidays fall on a Saturday or Sunday they shall be celebrated on the State holiday schedule; if the following holidays are celebrated on a Monday per State holiday schedule, they shall be celebrated on the State schedule as opposed to the traditional date for the day:

Lincoln's Birthday

Washington's Birthday

Columbus Day

Veteran's Day

The following holidays shall be celebrated on the traditional date regardless of the day they actually fall:

New Year's Day

Independence Day

Christmas Day

E. Employees must work their regularly scheduled workday before and their regularly scheduled workday after a holiday in order to be paid for the holiday. This does not apply to those employees who are on an approved leave.

ARTICLE 10

VACATIONS

A. Annual vacation leave with pay shall be earned according to the schedule shown below. The schedule below shall refer to calendar years and not employment years; e.g., on the

schedule shown below an employee hired during 1979 shall be considered as having completed his first year on December 31, 1979; his fifth year on December 31, 1983; his tenth year as of December 31, 1988, etc.

1. First year (defined as remainder of the calendar year from date of hire until December 31) - One (1) working day per month for each full calendar month of service to a maximum of twelve (12) days.

2. Second through 5 years - 14 days per year.

3. Fifth through 10 years - 17 days per year.

4. Over 10 years - 20 days per year.

B. Vacation leave shall occur according to the following schedule:

1. First Year - per full calendar month of service.

2. Second Year - per full calendar month of service until completion of one (1) full employment year, at which time the remainder of the full second year earnings shall accrue.

3. After Second Year - full earnings shall accrue on January 1, of each year.

C. Vacation allowance must be taken during the current calendar year at such time as requested by employees unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

D. The selection of vacation time shall be in

accordance with seniority principles with the employee having the most seniority given first preference.

1. By December 1, 1990, employees shall have selected and posted vacation schedules for the period January 1, 1991 through June 30, 1991.

2. By June 1, 1991, employees shall select and post vacation schedules for the period July 1, 1991 through December 31, 1991.

3. By December 1, 1991, employees shall select and post vacation schedules for the period January 1, 1992 through June 30, 1992.

4. By June 1, 1992, employees shall select and post vacation schedules for the period July 1, 1992 through December 31, 1992.

5. By December 1, 1992, employees shall select and post vacation schedules for the period January 1, 1993 through June 30, 1993.

6. There shall be no minimum vacation period, provided that an employee requesting a vacation day must submit his request for approval at least forty-eight (48) hours in advance of the scheduled vacation day.

7. If an employee fails or neglects to make a vacation selection by the dates indicated above, then such employee may select a vacation schedule which does not conflict with the work schedule of other employees, but in making such selection, that employee may not rely on seniority.

8. An employee, after twelve (12) consecutive

months of service with the Township, shall be entitled to sell back up to two (2) weeks of vacation provided that such employee must first notify the Chief Municipal Finance Officer by December 1st of his/her desire to do so and the Township shall thereupon make payment to such employee by the first pay period of December. In the event that the Township does not receive such notification by December 1st, the Township shall be under no obligation to buy back any vacation time.

ARTICLE 11

GROUP INSURANCE

A. The Township shall continue to provide non-contributory Blue Cross-Blue Shield hospitalization and medical insurance with Major Medical and Maternity Benefits, and Phoenix Mutual Dental Plan, and \$15,000.00 Life Insurance Plan with Phoenix Mutual after completion of the entry probationary period.

B. The hospitalization and medical insurance shall consist of Blue Cross-Blue Shield Medallion Plan and Phoenix Mutual Dental Plan, which is currently in effect. In the event the Township provides any other type of coverage, the benefits shall be better than or equal to those benefits payable under the aforesaid plans.

C. The Township will provide a prescription card which will provide payment for prescription drugs with the employee paying the first \$2.00 charge and the balance being

paid by the prescription plan.

D. Each employee of the bargaining unit will be given an allowance of up to seventy-five (\$75.00) per year for eyeglasses and/or eye examination. This payment represents the aggregate allowance for the employee and any family member. The seventy-five dollars represents the maximum allowance for the entire family per calendar year. It is not an allowance per person. Any charges incurred by the employee or any member of the employee's family in excess of \$75.00 shall be the responsibility of the employee. Any employee or member of his family wishing to receive this allowance shall submit evidence to the Treasurer's Office that the expense was incurred for the employee or a covered member of employee's family. The employee will then be entitled to reimbursement up to seventy-five dollars. In no event shall any physician, optometrist, ophthalmologist, optician or other health care provider submit a direct claim to the Township. The employee has the responsibility of paying the full professional fee to any such individual and shall then be entitled to obtain reimbursement consistent with the provisions of this paragraph. It is also understood that this reimbursement program is administered by the Township and the benefits payable hereunder are not payable under any insurance plan or program.

E. An employee who retires after twenty-five (25) years or more of continuous employment with the Township shall be entitled to the continuance of medical coverage as provided in this Article, including coverage for dependents, under such uniform conditions as the governing body shall prescribe.

ARTICLE 12

SICK LEAVE

A. SERVICE CREDIT FOR SICK LEAVE:

1. All permanent employees shall be entitled to sick leave with pay in accordance with the schedule noted below.

2. As used in this Article, sick leave shall mean paid leave that may be granted to an employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him or her to perform the duties of his or her position or who is quarantined by a physician because he has been exposed to a contagious disease. Sick leave may also be used for the attendance of the employee upon a member of the immediate family who is seriously ill. Immediate family shall be defined as the spouse or child of the employee; and the mother, father, sister/brother of the employee or employee's spouse.

3. An employee shall be entitled to a five (5) day death or tragedy leave for the death or tragedy in the immediate family as that term is defined in this Article. If additional time is required, the employee shall be permitted to charge same against sick leave.

4. Sick leave shall not be permitted for any extended period during which the employee is required to act as nurse or housekeeper during the period of illness.

B. AMOUNT OF SICK LEAVE:

1. Commencing with the effective date of this contract, sick leave shall accrue on the basis of fifteen (15)

contract, sick leave shall accrue on the basis of fifteen (15) days per year. For employees not serving the full year (January 1), the accrual shall be on the basis of one (1) day per month. Employees on the payroll as of December 31 shall receive fifteen (15) days of sick leave as of January 1, following for use during the year. An unlimited amount of sick leave may be accumulated.

C. REPORTING OF ABSENCE ON SICK LEAVE:

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly prior to the employee's usual reporting time.

(a) Failure to so notify his supervisor may be cause for denial of sick leave for that absence, shall be construed as absence without leave, and will be cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

(c) Abuse of sick leave shall constitute cause for disciplinary action.

D. VERIFICATION OF SICK LEAVE:

1. An employee may have a maximum of three (3) sick leave occurrences (which may consist of one or more days) which need not be accompanied by a physician's medical statement. An employee shall be required to submit a medical statement for all sick leave occurrences in excess of three (3). Such medical statement must indicate the nature of the illness and the fact that the employee could not report for work, the

medical treatment prescribed, and that the employee is now medically fit to return to his or her job and perform the duties of such job. A sick leave occurrence shall be defined as one (1) or more days chargeable to sick leave for a particular illness. (This provision is to be contrasted with the requirements in paragraph "2" of this subsection which require an employee to submit a medical statement whenever he is absent for more than three (3) consecutive working days.) Whenever an employee shall have three (3) sick leave occurrences for which a medical statement is not submitted, then each and every sick leave occurrence thereafter must be accompanied by a medical statement in accordance with the provisions of this paragraph.

2. Notwithstanding the provisions of paragraph "1" above, whenever an employee shall be absent on sick leave for more than three (3) consecutive working days, such employee shall be required to submit a physician's certificate to the department head or such person as may be designated by the Township Committee, which physician's certificate shall provide acceptable medical evidence to substantiate the nature of the illness and the fact that the employee is fit to resume the duties of his or her position. Such medical statement shall otherwise meet the requirements of subparagraph "1" hereof.

3. The TOWNSHIP may require an employee who has been absent because of a personal illness, as a condition of returning to duty, to be examined, at the expense of the TOWNSHIP by a physician designated by the TOWNSHIP. Such examination shall establish whether the employee is capable of

performing his normal duties and that his return will not jeopardize the health of other employees.

E. "BUY-BACK" OF ACCUMULATED SICK LEAVE:

1. Upon termination of employment with the TOWNSHIP OF UPPER, an employee shall be entitled to be reimbursed in an amount equal to seventy-five (75%) per cent of the unused accumulated sick time, which reimbursement shall be made at one hundred (100%) per cent of such employee's then-current salary.

ARTICLE 13

SALARIES AND COMPENSATION

A. COMPENSATION: Each employee covered under this contract shall receive a pay increased during the term of this contract as follows:

1. Six (6%) percent salary increase shall be payable effective January 1, 1991 through December 31, 1991.

2. An additional six and one-half (6.5%) percent commencing January 1, 1992 through December 31, 1992.

3. Such percentage increases shall be computed on base salary.

4. The Township reserves unto itself pursuant to this agreement to establish a separate salary scale for any employee covered by this contract who is hired on or after January 1, 1991 and to establish such scale by Ordinance.

B. UNIFORMS OR CLOTHING TO BE WORN ON THE JOB:

1. Each employee shall be allowed a clothing allowance of \$300.00 in 1991 and \$350.00 in 1992. In addition, an employee shall be allowed a shoe allowance of \$100.00 per year for each year during the term of this contract. Such amount shall be payable thirty (30) days following the adoption of the annual municipal budget for that year.

2. Employees shall not be required to wear uniforms on the job but the clothing worn by an employee must be appropriate and acceptable and is subject to the approval of the Road Supervisor. Whenever the Supervisor determines that the clothing worn by an employee is inappropriate, the Supervisor may send such employee home for a change of clothing and such employee shall be docked and shall not be compensated for the time during which the employee returns home to become properly attired and returns to the job.

C. LONGEVITY:

1. In addition to the compensation and benefits other payable, the Township agrees to pay each employee an additional sum based on longevity. Any payments based on longevity shall be computed solely on the base salary of an employee and shall be in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount of Increase Based on Longevity</u>
After 5 years	2%
After 10 years	4%
After 15 years	6%
After 20 years	8%
After 25 years	10%

Longevity payments shall commence initially after an employee has completed five (5) years of service with the Township of Upper and upon commencement of the sixth (6th) year. Longevity payments shall be made in a lump-sum payment not later than the first pay period in January of each year during the term hereof and shall be made by separate check payable to the eligible employee. Computation of longevity shall be based on a percentage of the employee's base salary for the then current year. By way of illustration, an employee completing five (5) years of service with the Township shall be entitled to longevity commencing with his sixth (6th) year of service which shall be an additional sum equal to two (2%) percent of the salary otherwise payable to that employee during the sixth (6th) calendar year of service. An employee completing ten (10) years of service with the Township shall be entitled to longevity commencing in his eleventh (11th) year in an amount equal to four (4%) percent of the then current salary which would be in effect during such employee's eleventh (11th) year of employment with the Township. After fifteen (15) years of service, an employee shall be entitled to longevity commencing with the sixteenth (16th) year equal to six (6%) percent of the salary for that year. After twenty (20) years of service, an employee shall be entitled to longevity commencing with the twenty-first (21st) year equal to eight (8%) percent of the salary for that year. After twenty-five (25) years of service, an employee shall be entitled to longevity commencing with the twenty-sixth (26th) year equal to ten (10%) percent of the salary for that

year.

2. Any employee entitled to be paid longevity who retires, resigns or otherwise terminates employment with the Township, shall be paid longevity in accordance with the above schedule and in accordance with the date scheduled for such payment. In the case of a terminated, retired or resigned employee, nothing contained herein shall be construed as prohibiting the Township from making a longevity payment in advance of the time when it would otherwise be scheduled to be made.

D. WORKING OUT OF CLASS:

If an employee works in a higher paid classification for one (1) or more days, such employee shall be paid at the higher rate of pay for all days worked in the higher classification.

E. ADDITIONAL PAY TO CREW OF SANITATION VEHICLES:

Laborers employed in the collection of trash and assigned to the rear of a trash truck shall, in addition to any other compensation payable pursuant to this contract, receive an additional sum to be known as "hazardous duty pay" which shall be payable at the rate of \$.25 per hour. The hours so worked shall be certified to the Township Treasurer by the road supervisor for payroll purposes.

F. THANKSGIVING BONUS:

Each employee in the bargaining unit will be provided with a turkey or a certificate in the amount of thirty (\$30.00) dollars in advance of the Thanksgiving holiday. This shall be in lieu of the annual Christmas party. In the event that the

Township holds a Christmas party, employees of the bargaining unit who wish to attend may do so by paying the designated fee for the employee and any guest.

ARTICLE 14

WORK RULES

A. The TOWNSHIP may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the employees shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the UNION.

ARTICLE 15

NO-STRIKE PLEDGE

A. The UNION covenants and agrees that during the term of this Agreement neither the UNION nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in a strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the TOWNSHIP. The UNION agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article 3.

C. Nothing contained in this Agreement shall be construed to limit or restrict the TOWNSHIP of its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the UNION or its members.

ARTICLE 16

NON-DISCRIMINATION

A. There shall be no discrimination by the TOWNSHIP or the UNION against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the TOWNSHIP or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the UNION or because of any lawful activities by such employees on behalf of the UNION. The UNION, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employee covered under this Agreement who are not members of the UNION and shall not solicit membership in the UNION of the

payment of dues during working time.

ARTICLE 17

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 18

PROBATIONARY PERIOD; INITIAL SALARY

A. Every new person hired or appointed shall be deemed to be a probationary employee and on probation in the position to which he is hired or appointed for a period of ninety (90) days. Prior to his completion of the probationary period, the employee shall be evaluated by the Department Head to determine whether he shall be granted permanent status.

B. Any employee failing to satisfactorily complete his/her probation shall be demoted, in the event such becomes necessary, to his/her last permanent position, or if such employee does not have a permanent classification, such probationary employee may be dismissed.

C. A probationary employee shall be hired at a salary

designated by resolution of the Township Committee. That salary shall remain in effect until the probationary period of ninety (90) days is completed. Upon the successful completion of the probationary period, such employee shall then be compensated at the maximum salary authorized for such position as determined by the salary ordinance then in effect in the Township.

ARTICLE 19

WORKERS COMPENSATION

A. JOB-RELATED INJURY: When an employee sustains a job-related injury, he/she shall be entitled to receive his/her full salary from the TOWNSHIP and such employee shall be required to endorse over to the TOWNSHIP any and all funds received from Workmen's Compensation.

B. JOB-RELATED INJURY -- SEVEN DAYS OR LESS: Whenever an employee sustains a job-related injury and is not absent for more than seven (7) days, no time will be charged against such employee's sick or vacation time provided that such employee immediately notifies his/her department head or immediate supervisor of the occurrence of such job-related injury.

C. EFFECTIVE DATE: The provisions of Article 19 shall become effective on the date of signing of this contract by the TOWNSHIP and by the UNION representatives.

ARTICLE 20

CALL-IN TIME

A. An employee who is required to return to work during periods other than his/her regularly-scheduled shift, shall be guaranteed pay for two (2) hours at time and one-half his/her normal rate of pay, notwithstanding the fact that the employee may be required to work less than two (2) hours.

B. In the event that the call-in period exceeds two (2) hours, any additional time will be at the rate of time and one-half.

C. An employee shall receive a meal allowance of seven dollars and fifty cents (\$7.50) after twelve hours of continuous work.

ARTICLE 21

HEALTH AND SAFETY

A. The Township will, at all times, maintain a work environment that is safe and healthful. When necessary, the Township will provide employees with protective clothing or wearing apparel, tools or devices that are or may be reasonably necessary to protect the health and safety of the employee. The Township reserves the right as a prerogative of management to establish rules, regulations and procedures for the safety of Township employees. The failure of an employee to abide by such rules, regulations and directives may result in disciplinary

action.

B. The provisions of this Article are not intended and shall not be construed as providing any additional rights or remedies which are in addition to those already provided by New Jersey Law.

ARTICLE 22

MISCELLANEOUS PROVISIONS

A. ARTICULATED DRIVERS' LICENSE: New Jersey Law has been amended so as to require the drivers and operators of certain motor vehicles to be the holders of valid special driver's licenses. These licenses are known as "Articulated License". Each person requiring such a license must satisfactorily pass a test and have a license issued not later than April 1, 1992. The Township will, to the extent practical and reasonable, assist the members of the bargaining unit in obtaining such articulated license by permitting instructional sessions to be conducted on Township property or facilities and during the normal workday. All such instructional sessions shall first be approved by the Directors of Public Works. The Township will, in addition, pay the fee charged by the Division of Motor Vehicles for the issuance of such articulated license. This provision shall apply only to those employees who were members of the bargaining unit on January 1, 1991. In order to obtain reimbursement, the employee shall obtain the articulated driver's license and shall submit a photocopy of such license to

the office of the Municipal Treasurer, together with a receipt showing the fee paid therefor. The employee will thereafter be reimbursed by the Township up to a maximum of fifty (\$50.00) dollars. Any subsequent renewal of the articulated license shall be at the sole cost and expense of the employee, and the Township will not be obligated to reimburse such employee for obtaining any renewal of such license. It is the intention of the parties hereto that this provision will provide a one-time benefit to the employees of the bargaining unit.

ARTICLE 23

FULLY BARGAINED PROVISIONS

This Agreement represents the incorporates the complete and final understanding and settlement by the parties on all bargainable issued which were or could have been the subject of negotiation.

ARTICLE 24

EFFECTIVE DATE

The provisions of this contract shall become effective January 1, 1991.

ARTICLE 25

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1992. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice, in writing, at least one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Upper Township, New Jersey, on this 2nd day of APRIL, 1991.

Robert E. Little
ROBERT E. LITTLE,
Staff Representative

TOWNSHIP OF UPPER
CAPE MAY COUNTY, NEW JERSEY
Richard Beebe
RICHARD BEEBE, Mayor

COUNCIL 71
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
(AFSCME), AFL-CIO

ATTEST:
Barbara A. Camp
BARBARA A. CAMP,
Township Clerk

Eugene Broker
EUGENE BROKER,
Chief Shop Steward

ATTEST:

Christopher Thomas
CHRISTOPHER THOMAS,
Assistant Shop Steward