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A G R E E M E N T

By And Between

U.F.C.W., LOCAL 1360

Affiliated With

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION

And

TOWNSHIP OF WATERFORD, NEW JERSEY

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EFFECTIVE DATE: January 1, 1995
EXPIRATION DATE: December 31, 1997

SCOPE OF WORK

This Agreement shall govern the performance of the following tasks and jobs by the Employer and its' employees with the following titles:

| | | |
|------------------------|------------------------|-----------------|
| A-Clerk | B-Clerk | C-Clerk |
| A-Police Records Clerk | B-Police Records Clerk | |
| C-Police Records Clerk | A-Laborer | B-Laborer |
| A-Driver | B-Driver | A-Operator |
| B-Operator | Foreman | A-Mechanic |
| B-Mechanic | C-Mechanic | Mechanic Helper |

and all other non-supervisory, full time and part time workers employed by the Township.

DEFINITIONS:

The following definitions and prerequisites will be used in determining hiring of new employees, transfers between titles, and bump down rights during a layoff.

New employees will be hired at the lowest rate in their titled classification, unless the Township demonstrates to the Union that it needs to hire a new employee that has measurable skills and abilities that are not possessed by the current members of this Collective Bargaining Unit.

C-CLERK: Entry level with minimal clerical experience, working under the direction of a department head and/or "A-Clerk" or "B-Clerk." Work to include answering telephones, photocopying, processing mail, typing, filling out forms, filing and other related duties associated with a particular office.

B-CLERK: Will include all the duties of the "C-Clerk" plus demonstrate the ability to work independently, possesses at least four (4) years of municipal related clerical experience and knowledge of the duties and responsibilities for a particular municipal office. The employee is able to deal competently with the public with minimal supervisory assistance.

A-CLERK: A prerequisite of eight (8) years or more of current municipal experience, with at least five (5) years in one (1) particular field of municipal specialty. Includes all those duties of a "C-Clerk" and "B-Clerk" and is the senior clerk in a particular municipal office.

C-POLICE RECORDS CLERK: Entry level position with minimal clerical experience. Will work under the direct supervision of a uniformed police officer, and/or an "A" or "B" "Police Records Clerk." Work to include answering telephones, photocopying, processing mail, typing, filing, filling out forms, and any other related duties associated with police department procedures.

B-POLICE RECORDS CLERK: Must have at least four (4) years experience as a "C-Clerk" or a C-Police Records Clerk. Demonstrate the ability to work independently. The employee is able to deal competently with the public with minimal supervisory assistance. Shall show proficiency in records management and the ability to grasp police procedures quickly.

A-POLICE RECORDS CLERK: A prerequisite of at least eight (8) years of police related clerical experience. The employee is

able to deal competently with the public. The employee must be able to perform all duties required of a "C-Clerk" and a "B-Police Records Clerk."

FOREMAN: Requirements for this title will be set by the Township and Union if and when the position is considered to be filled.

A-OPERATOR: Must be able to operate all equipment owned or leased by the Township at the time of hire or placement in this title. Any and all equipment purchased or leased after such time, the employee will have the opportunity, and must take the training required to operate the new equipment. Minimum prerequisites for movement into this title from a "B-Operator" are as follows; minimum of three (3) years as a "B-Operator", minimum of one hundred (100) hours logged on the backhoe, minimum of one hundred (100) hours logged on the grader, minimum of four hundred (400) hours total equipment operation.

B-OPERATOR: Must be able to operate a minimum of two (2) pieces of equipment that is owned or leased by the Township. Lawn mowers, lawn tractors, leaf vacuums, wood chippers, are not considered equipment.

A-DRIVER: Must meet uniform minimum standards set forth by the State of New Jersey for Class-A commercial drivers license.

B-DRIVER: Must meet uniform minimum standards set forth by the State Of New Jersey for Class-B commercial drivers license.

A-LABORER: Must be able to fulfill all the requirements of a "B-Laborer". Should be able to work independently with minimal supervision. Must hold a valid New Jersey drivers license.

B-LABORER: Must perform any and all tasks that he or she is reasonably able to perform to fulfill the needs of the Township Public Works Department.

A-MECHANIC: Must have all certifications as available through the Society of Automotive Engineers (SAE).

B-MECHANIC: Must have four (4) certifications as available through the society of Automotive Engineers (SAE).

C-MECHANIC: Must have one (1) certification as available through the Society of Automotive Engineers (SAE).

HELPER: An apprentice or student not holding any certifications and/or garage help not requiring any certifications.

ARTICLE I - UNION SHOP

This Agreement shall become effective this first day of January, 1995 and shall remain in full force and effect to midnight December 31, 1997, and from year-to-year thereafter unless modified or terminated in the manner provided for in this Agreement. Either party seeking to change or terminate this Agreement must send written notice hereto to the other party on or before sixty (60) days prior to the expiration of this Agreement. It is further provided that negotiations for renewal

and/or amendment to this Agreement shall commence no later than August 1, 1997 for the ensuing year or years.

2. When notice of changes is given, the nature of the changes desired must be specified in the notice and until a satisfactory conclusion is reached, in the manner of such changes, the original provisions shall remain in full force and effect.

This Agreement shall be subject to amendment, at any time, by mutual consent of the parties hereto. Any such amendments agreed upon, shall be reduced to writing, signed by the parties hereto and approved by the International office of the Union in the same manner as this Agreement.

3. After completing a thirty (30) day probationary period, employees will be covered by the Collective Bargaining Agreement. Any students hired must be co-op high school students. All employees, as a condition of employment, shall pay or tender to the Union, periodic union dues applicable to members or an initiation fee pursuant to the rules and regulations of the Public Employment Relations Board, as the same may exist or be amended.

4. The Employer shall collect through payroll deduction in the amount certified by the Secretary-Treasurer of the Union, regular union membership dues, the case of a member or an amount equivalent to 85% in the case of non-member hereto, in accordance with an authorization signed by the employee and shall pay over

to the Union monthly, the total amount of monies thus deducted. Employee authorization for such deduction shall be executed on a payroll deduction form.

Deductions for such amounts, shall be made from the wages paid to the employees, the first pay date of each month. When sufficient pay is not available in any pay period, the dues shall be deducted when pay is sufficient in any succeeding payroll week ending in the same month or the following month, but not thereafter.

The Employer shall furnish the Union monthly, a record of the total amounts deducted, together with an alphabetic duplicate listing of the names and addresses of the employees from whose pay deductions were made.

5. A non-bargaining unit employee, shall not perform any bargaining unit work, except in case of emergencies and by mutual consent of Union and Employer.

6. U.F.C.W. Local 1360 will notify the Township, in writing, of the names of its' employees who are designated to represent employees under the grievance procedure. Employees so designated by the Local Union will be permitted to confer with other representatives, employees and with Township representatives regarding matters of employee representation during work hours or at a specifically designated time, without loss of pay.

Agents of the Union, who are not employees of the Employer,

will be permitted to visit with employees during working hours, at their work stations, for the purpose of discussing union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress. The Local Union must notify the Township of the names of the representatives. No more than one (1) agent is to be designated for each facility during working hours to discuss Union matters with employees at their work stations, unless they first receive permission from the Township or his agent.

When a steward of the Local is scheduled by either of the parties hereto, to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay or be charged for sick leave. In the application of the fore-going, it will be limited to the use of two (2) employees for grievance, conference or meetings, and five (5) persons for negotiations.

7. There shall be no stoppage of work by strike or lockout because of any proposed changes to this Agreement, or dispute over matters relating to this Agreement. All such matters must be handled as herein stated.

8. Within ten (10) days from the signing of this Agreement, the Employer shall provide the Union with a list of employees specifying their birth date, identification number (if any), seniority date, job title, job level and rate of pay. On an ongoing basis thereafter, the Employer shall provide the Union

with a notice of any permanent change in any part of that list within five (5) working days of the effective date of the change.

9. The Township shall give written notification, to the Union, when an employee is being suspended or terminated. The notification shall be submitted to the Union at the same time written notice is given to the affected employee and shall indicate the extent and reason for disciplinary action.

ARTICLE II - GRIEVANCE PROCEDURE

1. A grievance shall be any difference of opinion, controversy or dispute, arising between the parties thereto involving interpretation or application of any provision of the Agreement.

2. A grievance shall be processed as follows:

STEP 1: The grievant and the steward shall take the matter up with the immediate supervisor of the employee(s) involved no later than five (5) working days after the occurrence. The supervisor shall give his answer within three (3) working days to the aggrieved and the steward.

STEP 2: If the grievance is not settled by the preceding step, then the Local representative shall take the matter up with the department head or the director within ten (10) working days and answer shall be given within three (3) working days.

STEP 3: In lieu of submitting the grievance to the Civil Service Commission, the aggrieved may resort to the remedies of

this step. Local 1360 or the Township shall have the right to submit the unresolved grievance to binding arbitration; however, the action must be initiated within thirty (30) days of the time the answer was received or considered due in Step 2. Either party may make written application to the New Jersey State Board of Mediation requesting that an arbitrator be appointed to hear the grievance and make a final determination. The decisions shall be binding on the parties to the dispute.

3. The cost, fees and expense for having a grievance arbitrated, shall be shared equally by Local 1360 and the Township. It is agreed that any arbitrator appointed pursuant to this Agreement may not, in any way, alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the parties to this Agreement.

No disputes arising out of any questions pertaining to the renewal of this Agreement, or pertaining to the terms of any renewed agreement, shall be subject to the arbitration procedures of this Article.

In the event an arbitrator shall award retroactive pay to the aggrieved employee(s), it is agreed that the wages an employee(s) may have earned elsewhere during the period covered by the award, shall be deducted from same.

ARTICLE III - SENIORITY

1. Seniority is defined as an employee's total length of

service with the Employer, beginning with his/her original date of hire.

2. An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.

3. If a question arises concerning two (2) or more employees employed prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first named first preference, etc.. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employees last name.

4. The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to the representative, upon request.

5. Except where New Jersey Civil Service statutes require otherwise, in all cases of promotions, transfers, demotions, layoff, recall, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greater amount of seniority shall be given preference, provided he/she has the ability to perform work involved.

6. If a vacancy shall occur, and the Township desires to

fill it in any job classifications, the Township shall post a notice on the Bulletin Board of such vacancy, and the necessary qualifications to fill the same for a period of five (5) working days during which time and qualified employee may submit a written bid for such vacancy. If a current employee puts in a bid for a transfer to a posted vacancy, and this employee's salary supersede the posted vacancie's hourly rate by more than 25%, then the Township has the right to negotiate the hourly rate with the interested employee.

7. Union Stewards shall be the last to be laid off within their classification if reasonably able to perform the work.

ARTICLE IV - LAYOFF PROCEDURE, SEVERANCE PAY, RECALL

1. In the event that the Employer shall desire to reduce the staff, he shall first notify the Union of his intent. Any student employed by the Township shall be laid off first, unless a mutual agreement is reached between the Township and Union. It is the intent of this paragraph that students do not replace bargaining unit employees during a layoff. Employees shall be laid off in the inverse order of seniority according to classification, so long as the employees who are not laid off are qualified (definition of qualification is by mutual agreement; absent to mutual agreement, normal layoff procedure will apply) to perform the available work. Personnel who are laid off shall be given at least ten (10) working days notice or pay, in lieu of

notice, as well as all pro-rated unused vacation credits, sick days, and compensatory time accrued prior to such layoff. When new employees are hired, they will fall into normal seniority for all purposes. Disagreements on the qualifications of an individual are subject to the grievance procedure.

2. Any employee who is permanently laid off or who is discharged for other than misconduct, shall receive, upon the effective date of such layoff, severance pay as follows:

| <u>TOTAL SERVICE WITH EMPLOYER</u> | <u>NUMBER OF WEEKS PAY</u> |
|------------------------------------|----------------------------|
| 0 - 1 Year | - |
| 1 - 2 Years | 1 Week |
| 2 - 3 Years | 2 Weeks |
| 3 - 4 Years | 3 Weeks |
| 4 - 5 Years | 4 Weeks |
| Over 5 Years | 5 Weeks |

3. After such layoff, should the Employer desire to employ additional personnel in that job classification, he shall first be required to recall, in reverse order of seniority, all personnel who had been laid off back to three (3) years. The Employer shall notify the Union of the desire to employ additional personnel and shall notify those in layoff status in accordance with provision of this section. The failure of any employee to return to the employ of the Employer within two (2) weeks of notice to the said employee, shall permit the Employer to consider that such employee has forfeited all recall rights,

and all obligations to such individuals are terminated. Upon re-employment, each employee shall be granted all rights and benefits in accordance with the current agreement and shall retain all seniority accrued prior to layoff, except for health benefits which shall resume no later than the first day of the first month following the reinstatement.

ARTICLE V - WAGES

1. The rates of pay for all employees covered by this agreement shall be increased as follows:

- a. Effective January 1, 1995 - 4 percent
- Effective January 1, 1996 - 4 percent (See scales below)
- Effective January 1, 1997 - 4 percent (See scales below)

All new employees hired by the Township of Waterford and covered by this Agreement shall be paid the following salaries for 1995:

Clerk/Typist - \$5.96 per hour; after 90 days \$6.46
 Public Works - 6.49 per hour; after 90 days 6.99

The following pay scales shall apply effective January 1, 1996 through December 31, 1996:

| <u>A-CLERK</u> | | <u>B-CLERK</u> | | <u>C-CLERK</u> | |
|----------------------|---------|----------------------|---------|----------------------|--------|
| L-5 | \$13.41 | L-5 | \$10.47 | L-5 | \$7.75 |
| L-4 | 12.74 | L-4 | 9.95 | L-4 | 7.36 |
| L-3 | 12.07 | L-3 | 9.42 | L-3 | 6.98 |
| L-2 | 11.40 | L-2 | 8.90 | L-2 | 6.59 |
| L-1 | 10.73 | L-1 | 8.38 | L-1 | 6.20 |
| | | | | | |
| <u>A-POLICE</u> | | <u>B-POLICE</u> | | <u>C-POLICE</u> | |
| <u>RECORDS CLERK</u> | | <u>RECORDS CLERK</u> | | <u>RECORDS CLERK</u> | |
| L-5 | \$13.41 | L-5 | \$10.47 | L-5 | \$7.75 |
| L-4 | 12.74 | L-4 | 9.95 | L-4 | 7.36 |
| L-3 | 12.07 | L-3 | 9.42 | L-3 | 6.98 |
| L-2 | 11.40 | L-2 | 8.90 | L-2 | 6.59 |
| L-1 | 10.73 | L-1 | 8.38 | L-1 | 6.20 |

| <u>A-OPERATOR</u> | | <u>B-OPERATOR</u> | | <u>A-DRIVER</u> | |
|-------------------|---------|-------------------|---------|-----------------|---------|
| L-7 | \$16.99 | L-7 | \$15.46 | L-7 | \$15.46 |
| L-6 | 16.14 | L-6 | 14.69 | L-6 | 14.69 |
| L-5 | 15.29 | L-5 | 13.91 | L-5 | 13.91 |
| L-4 | 14.44 | L-4 | 13.14 | L-4 | 13.14 |
| L-3 | 13.59 | L-3 | 12.37 | L-3 | 12.37 |
| L-2 | 12.74 | L-2 | 11.60 | L-2 | 11.60 |
| L-1 | 11.89 | L-1 | 10.82 | L-1 | 10.82 |

| <u>B-DRIVER</u> | | <u>A-LABORER</u> | | <u>B-LABORER</u> | |
|-----------------|---------|------------------|---------|------------------|--------|
| L-7 | \$13.24 | L-5 | \$11.13 | L-4 | \$8.35 |
| L-6 | 12.58 | L-4 | 10.57 | L-3 | 7.79 |
| L-5 | 11.92 | L-3 | 10.02 | L-2 | 7.23 |
| L-4 | 11.25 | L-2 | 9.46 | L-1 | 6.68 |
| L-3 | 10.59 | L-1 | 8.90 | TEMP | 6.12 |
| L-2 | 9.93 | | | | |
| L-1 | 9.27 | | | | |

| <u>A-MECHANIC</u> | | <u>B-MECHANIC</u> | | <u>C-MECHANIC</u> | | <u>MECHANIC'S HELPER</u> | |
|-------------------|---------|-------------------|---------|-------------------|---------|--------------------------|---------|
| L-7 | \$16.99 | L-7 | \$14.87 | L-7 | \$13/24 | L-7 | \$10.48 |
| L-6 | 16.14 | L-6 | 14.13 | L-6 | 12.58 | L-6 | 9.96 |
| L-5 | 15.29 | L-5 | 13.38 | L-5 | 11.92 | L-5 | 9.43 |
| L-4 | 14.44 | L-4 | 12.64 | L-4 | 11.25 | L-4 | 8.91 |
| L-3 | 13.59 | L-3 | 11.90 | L-3 | 10.59 | L-3 | 8.38 |
| L-2 | 12.74 | L-2 | 11.15 | L-2 | 9.93 | L-2 | 7.86 |
| L-1 | 11.89 | L-1 | 10.41 | L-1 | 9.27 | L-1 | 7.34 |

The following pay scales shall apply effective January 1, 1997:

| <u>A-CLERK</u> | | <u>B-CLERK</u> | | <u>C-CLERK</u> | |
|----------------|---------|----------------|---------|----------------|--------|
| L-5 | \$13.95 | L-5 | \$10.89 | L-5 | \$8.06 |
| L-4 | 13.25 | L-4 | 10.35 | L-4 | 7.66 |
| L-3 | 12.56 | L-3 | 9.80 | L-3 | 7.25 |
| L-2 | 11.86 | L-2 | 9.26 | L-2 | 6.85 |
| L-1 | 11.16 | L-1 | 8.71 | L-1 | 6.45 |

| <u>A-POLICE RECORDS CLERK</u> | | <u>B-POLICE RECORDS CLERK</u> | | <u>C-POLICE RECORDS CLERK</u> | |
|-------------------------------|---------|-------------------------------|---------|-------------------------------|--------|
| L-5 | \$13.95 | L-5 | \$10.89 | L-5 | \$8.06 |
| L-4 | 13.25 | L-4 | 10.35 | L-4 | 7.66 |
| L-3 | 12.56 | L-3 | 9.80 | L-3 | 7.25 |
| L-2 | 11.86 | L-2 | 9.26 | L-2 | 6.85 |
| L-1 | 11.16 | L-1 | 8.71 | L-1 | 6.45 |

| <u>A-OPERATOR</u> | <u>B-OPERATOR</u> | <u>A-DRIVER</u> |
|-------------------|-------------------|-----------------|
| L-7 \$17.67 | L-7 \$16.08 | L-7 \$16.08 |
| L-6 16.79 | L-6 15.28 | L-6 15.28 |
| L-5 15.90 | L-5 14.47 | L-5 14.47 |
| L-4 15.02 | L-4 13.67 | L-4 13.67 |
| L-3 14.14 | L-3 12.86 | L-3 12.86 |
| L-2 13.25 | L-2 12.06 | L-2 12.06 |
| L-1 12.37 | L-1 11.26 | L-1 11.26 |

| <u>B-DRIVER</u> | <u>A-LABORER</u> | <u>B-LABORER</u> |
|-----------------|------------------|------------------|
| L-7 \$13.77 | L-5 \$11.58 | L-4 \$8.69 |
| L-6 13.08 | L-4 11.00 | L-3 8.11 |
| L-5 12.39 | L-3 10.42 | L-2 7.53 |
| L-4 11.70 | L-2 9.84 | L-1 6.95 |
| L-3 11.02 | L-1 9.26 | TEMP 6.37 |
| L-2 10.33 | | |
| L-1 9.64 | | |

| <u>A-MECHANIC</u> | <u>B-MECHANIC</u> | <u>C-MECHANIC</u> | <u>MECHANIC'S HELPER</u> |
|-------------------|-------------------|-------------------|--------------------------|
| L-7 \$17.67 | L-7 \$15.46 | L-7 \$13.77 | L-7 \$10.90 |
| L-6 16.79 | L-6 14.69 | L-6 13.08 | L-6 10.36 |
| L-5 15.90 | L-5 13.91 | L-5 12.39 | L-5 9.81 |
| L-4 15.02 | L-4 13.14 | L-4 11.70 | L-4 9.27 |
| L-3 14.14 | L-3 12.37 | L-3 11.02 | L-3 8.72 |
| L-2 13.25 | L-2 11.60 | L-2 10.33 | L-2 8.18 |
| L-1 12.37 | L-1 10.82 | L-1 9.64 | L-1 7.63 |

All employees hired at a level one (L-1), as a new hire, shall be granted a step increase to level 2 (L-2) of the job title in which they were hired after completion of 90 days. Also, the employee shall be evaluated by their department head.

All employees covered by this agreement shall be assigned an appropriate title and level according to their current hourly rate and experience in relation to the job title definitions outlined in the scope of work section. This assignment shall occur no later than December 1, 1995.

The Township and Union shall meet no later than thirty (30)

days after the signing of this agreement to develop a performance assessment review system for all employees covered by this Collective Bargaining Agreement. Such agreement will become effective beginning January 1996 and continue through the duration of this agreement. Said evaluation form(s) will become an addendum to this agreement.

The intent of this process is to enable the Union and Township to evaluate each employee on their individual job performance. There shall be a formal written evaluation and rating of each employee completed annually on the employee's anniversary date by the employee's department head. A copy of the completed annual performance evaluation shall be provided to the employee and a copy shall be placed in the employee's personnel file upon completion. Said evaluation may be the basis for granting a level increase above and beyond the employee's yearly agreed to rate increase as set forth in this Article.

It is also understood, by both the Union and the Township, that an increase in level within a pay title is not automatic. An increase in level within a pay title will be based upon, but not limited to the employee's evaluation, a positive recommendation by the employee's department head, and approved by the Township and Union. If the employee fails to qualify for a level increase based upon the above criteria, the employee may be reevaluated at the discretion of the department head within six (6) months of the last evaluation. If the employee feels they

are being unfairly discriminated against in reference to their performance evaluation, the employee may start the grievance procedure outlined in Article II.

The department head must document, as part of the employee's evaluation, examples of how the employee has superseded their performance evaluation criteria to perform their job better and aid the Township in functioning better.

2. When an employee is temporarily assigned and assumes additional duties or responsibilities, or in recognition of the performance of duties beyond those required by this or her old title from one class or title to another having a higher salary, then his or her salary shall be adjusted to receive the higher salary. Any such temporary assignment shall be paid the higher wage for a minimum of one (1) full day.

3. In the event of temporary assignment to a lower rated title or classification, the employee's salary shall not be adjusted.

4. Temporary assignments shall not exceed thirty (30) days unless extended for an additional thirty (30) days through mutual agreement between the Union and the Township with a maximum of two (2) extensions.

5. Employees hired on a temporary basis shall be deemed permanent if they are employed for more than 30 calendar days, unless extended in accordance with paragraph 4 above.

6. No later than sixty (60) days after the signing of this

agreement, the Township shall begin the evaluation process to set criteria, beyond that included in the job descriptions above, for standards of work performance. Said Criteria shall be established for the purposes of giving employees, and management alike, guidelines for employee evaluations beginning in 1996.

The Township may hire one (1) student for every ten (10) Union employees in classifications covered by this bargaining agreement at a student rate of \$5.25, or no less than the New Jersey State minimum wage rate, rather than the higher rate set forth in the pay scales set forth in this article. The student rate shall be effective only so long as the employee is an active student. Students will be paid on a pro-rated basis for all instances the building is closed on a normally scheduled work day such as holidays or emergency closing. If an employee hired at the student rate becomes a regular employee of the Township, that employee shall immediately be paid in accordance with the pay scales set forth above.

7. The rates set forth in this Agreement are the rates which shall be paid to employees covered by this contract during the duration of the contract. The Township acknowledges that it may not unilaterally change and/or increase the rates of pay for any employee covered by this Agreement without prior negotiation with U.F.C.W. Local 1360 and, furthermore, there is no obligation on the part of U.F.C.W. Local 1360 to enter into such negotiations during the duration of the contract.

ARTICLE VI - LONGEVITY

Effective January 1, 1995, all employees shall receive longevity pay as follows:

| | <u>1995</u> | <u>1996</u> | <u>1997</u> |
|--------------------------------|-------------|-------------|-------------|
| After completion of 5 years - | 1.0% | 1.25% | 1.75% |
| After completion of 7 years - | 1.5% | 1.75% | 2.25% |
| After completion of 10 years - | 2.0% | 2.25% | 2.75% |
| After completion of 15 years - | 2.5% | 2.75% | 3.25% |
| After completion of 20 years - | 3.0% | 3.25% | 3.75% |

Longevity to be paid the first pay in June in each year of this agreement. Cut off anniversary date will be May 31st.

ARTICLE VII - OVERTIME AND HOURS

1. Overtime refers to any time worked beyond the regular hours of duty.

2. Time and one-half (1-1/2) the employee's regular rate of pay shall be paid for work under any of the following conditions:

- a. All work performed in excess of the employee's regular hours of duty in any one week.
- b. All work performed on Saturdays.
- c. Those employees whose regular scheduled shift of duties requires them to work on a holiday shall receive time and one half (1-1/2) pay for the hours worked on that holiday, plus the holiday pay.

3. Double time (2x) the employee's regular hourly rate of pay shall be paid for under the following condition:

a. All work performed on Sundays.

4. Employees shall have the option of taking compensatory time in lieu of cash payment for overtime. If an employee chooses compensatory time in any instance, the amount of such time shall be computed on the same basis as set forth above. An employee who has accumulated over 100 hours of compensatory time as of December 31, 1995, shall sell those hours back to the Township on a per hour basis calculated at the employee's 1995 rate. An employee who has accumulated over 50 hours of compensatory time as of December 31, 1996, shall sell those hours back to the Township on a per hour basis calculated at the employees 1996 rate. An employee who has accumulated any compensatory time as of December 31, 1997, shall sell those hours back to the Township on a per hour basis calculated at the employees 1997 rate unless the employee wishes to reserve no more than 40 hours. Payment for compensatory time shall be made on the first pay date in January following the preceding year.

5. New employees shall not be permitted to utilize any accumulated compensatory time for a period of six (6) months from the date of hire unless permission is granted through mutual agreement of the Township and the Union. No employee shall be permitted to utilize compensatory time for days off unless the employee arranges the time off with their supervisor and the appropriate documentation is forwarded to the comptroller at least three (3) days prior to the scheduled absence.

6. Overtime work shall be distributed and rotated equally among employees within the same classification who are reasonably qualified to perform the task. Students shall not work overtime, unless all Union employees who may be reasonably qualified to perform the tasks refuse the overtime first.

7. Overtime shall be paid currently, or at least no later than the second pay period after overtime was served and if overtime pay has been agreed upon.

8. Employer agrees to give employees reasonable notice when overtime is required so as not to create a hardship on the employee.

9. When an employee is called in from home for work after the termination of his/her regular shift, he shall receive no less than four (4) hours pay at the applicable rate, or compensatory time off at a mutually agreeable time.

10. The regular scheduled workweek shall consist of five (5) consecutive days (Monday through Friday) inclusive, unless changed by mutual agreement.

11. The regular starting or quitting times of work shifts will not be changed without reasonable notice to the affected employee and without first having discussed such changes and the needs for same with the Local Union.

12. The regular work week for clerical administration shall consist of thirty (30) hours, Police Records clerks forty (40) hours, Public Works forty (40) hours. All employees covered by this contract shall have a one (1) hour lunch daily except for

Public Works employees who shall have a one-half (1/2) hour lunch daily.

13. The Township and Union Shop Steward for the clerical staff shall meet prior to the preparation of the Township's 1996 and 1997 budget to discuss the feasibility of increasing the weekly hours for the clerical staff. This paragraph in no way guarantees an increase in hours, but is meant to facilitate the discussion of increasing hours for the clerical staff.

ARTICLE VIII - HOLIDAYS

1. The following holidays are recognized as paid holidays when celebrated as holidays:

| | | |
|-------------------------------|----------------------|------------------------|
| New Year's Day | President's Day | Good Friday |
| Memorial Day | Fourth of July | Labor Day |
| Columbus Day | Veteran's Day | Thanksgiving Day |
| Christmas Day | General Election Day | Day after Thanksgiving |
| Martin Luther King's Birthday | | One (1) Personal Day |

2. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday, shall be celebrated on the following Monday.

3. When the Township Committee declares a holiday for all employees, it shall be treated as a regular holiday under this Agreement.

ARTICLE IX - VACATIONS

1. All full-time employees in the Township service, shall

be entitled to the following annual vacation with pay:

| <u>YEARS OF SERVICE</u> | <u>VACATION</u> |
|------------------------------|------------------|
| Date of employment to 1 year | 1 day per month |
| 1 year to 4 years | 11 days per year |
| 5 years to 9 years | 16 days per year |
| 10 years to 14 years | 21 days per year |
| 15 years to 19 years | 26 days per year |
| 19 years to retirement | 31 days per year |

a. Any employee with less than one (1) year of service shall not take any vacation days accrued until at least six (6) months of service has passed unless special permission is granted by the Employer and the Union.

b. Permanent part-time employees shall receive vacation leave on a pro-rated basis, in accordance with the above schedule.

2. When in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall be accumulated for one (1) year with approval of the Township, which shall not be unreasonably withheld.

3. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at a given time, the employee with the greatest seniority (as it relates to total years of service with the Employer) shall be given his/her choice of vacation periods.

Once an employee's vacation request has been approved, and seven days have passed after that approval, the approval shall not be rescinded.

4. If a holiday occurs during the workweek in which vacation is taken by an employee, the day shall not be charged to annual vacation leave and shall be taken at another date, at the employee's option.

5. An employee who becomes ill during his/her vacation will not be charged vacation leave but rather sick leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the Employer upon his/her return to work. Unused vacation may be carried over for a period of one (1) calendar year if approved by the Township.

6. Upon separation from employment for any reason, employees shall receive payment for all vested but unused vacation entitlement by the next regularly scheduled pay period, or two (2) weeks after separation, whichever ever occurs later. Vested but unused shall mean all vacation time carried over from the prior year and a pro-rated amount due for the current year, starting at the employees hiring anniversary to date of separation. If more than six (6) months time has been vested from the employee's anniversary date of hire in the current year, the employee shall receive the full amount of vacation time, provided the employee has not been terminated for disciplinary reasons.

If less than six (6) months has been vested from the anniversary date of hire, the employee will only receive the pro-rated amount for the current year. If the employee has used more than the vested amount of vacation time at the time of separation, the overage will be deducted from the employee's last pay.

ARTICLE X - PERSONNEL PRACTICES

1. Any employee whose job performance or conduct becomes subject to evaluation, shall have the right to participate in review of such an evaluation, and grieve same. Evaluation of any employee, shall be signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation.

2. Employees may inspect the contents of their personnel file under the following terms and conditions:

- a. They must make an appointment with the Supervisor or designee.
- b. Nothing may be removed from the file.
- c. Nothing may be written by the employee on any papers in the file.
- d. The review must be conducted within the presence of representatives of the Township and the Union.

3. All write-ups or violations must be in writing and

brought to the employee's attention in the presence of the Shop Steward within ten (10) days of the alleged occurrence, or shall be deemed invalid.

ARTICLE XI - LEAVES OF ABSENCE

Leaves of absence for employees shall be granted as provided in Civil Service statutes and rules and regulations, except as otherwise set forth herein.

1. Military Leave Of Absence - A permanent employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for a period of such service, and three (3) months hereafter and as further prescribed in Rule 4:1-17.3 of Civil Service Rules and Regulations.

2. Emergency and Special Leave - An employee shall be given time off without loss of pay when:

a. Performing Jury Duty: In court, the employee shall serve without loss of pay and is allowed to retain any stipend for services.

b. When subpoenaed to appear as a witness and not a party before any court, legislative committee, judicial or quasi-judicial body or an arbitration proceeding.

c. Performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor, President or Governing Body. Local emergencies as in compliance with New Jersey State Laws. Employees shall use good

judgment so as to minimize work disruption.

d. Any appearance on the employee's own behalf in respect to disputes between the Employer and the employee under Civil Service Law or arbitration proceeding.

3. Conventions - Any employee who is a duly authorized representative of the organization which are listed in the League of Municipalities Convention or any amendment thereto, shall be granted leave-of-absence with pay for the purpose of traveling to and from and attending any State or national convention of said organization. Pay treatment to include with prior approval of Director or Committee, salary, travel, expenses, meals and lodging.

4. Bereavement - A leave of absence with pay of three (3) days shall be granted an employee desiring such leave because of death in the immediate family as defined herein: mother, father, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, brother, sister, husband, wife, children or foster children of employee, and all relatives of the employee residing in the employee's household, but under special circumstances (with the approval of the Township Administrator or a member of the Township Committee) may be extended to five (5) working days.

In case of death of a relative not in the immediate family nor residing in the same household with the employee, an employee may be excused with pay for all or part of the scheduled working day in order to attend the funeral. In determining the

treatment to be accorded, consideration will be given to the relationship with the employee's hours of duty. Ordinarily, the maximum time excused shall not exceed one working day.

5. Personal Leave Days - All full-time employees shall be entitled to three (3) days, unpaid personal leave days each, after the first year of such full-time employment for personal reasons.

Written requests for personal leave must be submitted to the employer five (5) days in advance for approval, which approval shall not be unreasonably withheld.

6. Maternity Leave - Employees shall be eligible for maternity leave.

All permanent employees of the Employer who become pregnant shall be granted childbirth (maternity) leave and all provisional employees who become pregnant may be granted childbirth (maternity) leave upon request as follows:

a. An employee shall submit written notification to the immediate supervisor stating the anticipated duration of the leave of absence at least two (2) weeks in advance, if circumstances permit. Such leaves shall be granted for a period of time not to exceed six (6) months. Upon the request of the employee and at the discretion of the Employer, maternity leaves may be extended or renewed for a period not to exceed twelve (12) months.

b. In no case shall the employee be required to leave

prior to childbirth unless performance of work is no longer satisfactory to perform the duties of her position. Such determination shall be made by a physician.

c. While an employee is on maternity leave, the duties of the position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a temporary employee.

d. Every employee has the right to return to the same position in the same classification held before going on maternity leave.

e. An employee who is on maternity leave without pay is entitled to use accrued sick leave for the period of time unable to work as certified by a physician, and all accrued annual leave. All other periods of leave related to maternity leave shall be leave without pay. Unused sick and vacation leave shall be carried over until return. An employee shall not earn annual and sick leave while on maternity leave without pay.

7. Educational Leave - The Employer may grant an employee educational leave. The purpose of such leave is to permit an employee to pursue special work or training related to his employment and which will improve his competence and capacity in the service. Such training must be of direct value to the Township and limited to providing knowledge or skills which cannot be provided through available in service training. Cost of such training to be borne by the Employer who will also pay

employees his regular salary during such leave.

8. The Family and Medical Leave Act of 1993 - Employees shall be entitled to all rights and benefits listed in the Federal Family and Medical Leave Act of 1993.

9. When returning From Leave-Of-Absence - Employees returning from an authorized leave-of-absence as set forth herein will be restored to their original classifications at the then appropriate rate of pay with no loss of seniority or other employee's rights, privileges or benefits.

ARTICLE XII - SICK LEAVE - PAY ALLOWANCE

Permanent employees in the Township's service shall be entitled to the following sick leave of absence with pay:

1. One (1) working day sick leave with pay, for each month of service from the date of permanent appointment up to and including December 31st next following such date of appointment and fifteen (15) days sick leave with pay for each calendar year thereafter. Part-time permanent employees shall be entitled to sick leave pro-rated. If any employee requires none or a portion only of allowable sick leave, for any calendar year, the unused leave shall not accumulate from year to year. All unused sick time will be paid no later than the first pay date in December sick leave, for the purpose herein, is defined to mean absence of any employee from duty because of personal illness or injury, by reason of which such employee is unable to perform the usual

duties of this position, exposure to contagious disease, a short period of emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of such employee.

2. If any employee is absent for three (3) consecutive working days for any of the reasons set forth in the above rule, the Township shall require acceptable written evidence on the form prescribed. The nature of the illness and length of time the employee was or will be absent should be stated on a doctor's certificate.

3. An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons included in the definition of sick leave herein above set forth, shall notify the office by no later than one (1) hour after their normal starting time.

4. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of the County Health Department.

5. Upon separation from employment with the Township, an employee will be entitled to be paid for all vested but unused sick leave. Vested shall mean a full allowance of sick leave if separation occurs after June 30th, of the current year, provided the employee has not been terminated for discipline reasons.

If separation occurs prior to June 30th of the current year, the employee shall be entitled to a pro-rated amount based

on months of service. If the employee has used more than the vested amount, all overages will be deducted from the employee's final pay.

ARTICLE XIII - INSURANCE

1. Medical Insurance - Waterford Township shall continue to provide to all employees covered by this Agreement and their immediate families, at no cost to the employee, a medical program, vision, dental and prescription plan at the same benefit level existing at the time this Agreement was entered into. Employees shall be covered on the first of the month following the employee's thirty (30) day probationary period and/or in accordance with the carriers next enrollment date. The employees shall automatically receive any increased benefit or additional coverage which Waterford Township shall obtain for any Township employee during the course of this Agreement. Waterford Township may change insurance carriers or plans for economical reasons as long as the benefit level provided to the employees covered under this contract remains at their existing levels as of the signing of this Agreement. Any discrepancies as to the benefit level will be settled by an outside consultant to be agreed upon by the Union and the Township. Said consultant shall be paid for by the Township. The Union is in Agreement with the Township that only this article will be opened while negotiating a change of insurance carriers.

2. Group Life Insurance - As presently constituted.
3. Disability Insurance - New Jersey State Plan for Disability. Accidental Death and Dismemberment insurance program.
4. Workers' Compensation, Social Security Insurance - For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance, Social Security and other protective insurance, as may be required by law, both Federal and State.

ARTICLE XIV - PENSION

Pension and Retirement continued as is funded by the Township.

ARTICLE XV - WORK RELATED DISABILITY

Any employee who is disabled because of occupational injury or disease shall be granted a leave of absence with pay. Any amount of salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of Workmens' Compensation award under the New Jersey Workmens' Compensation Act for temporary disability with no charge against accrued sick or vacation time. Any employee on work related disability leave will retain full seniority during such a leave until released from his physician to return to work. The employee's status will be reviewed quarterly with the administrator, the employee, and

the shop steward.

ARTICLE XVI - WORKING CONDITIONS

1. Supplemental Pay - There shall be paid as part of the salary for persons in the classified service, who terminated their employment in accordance with the retirement program of the Township, or who have passed away while in the Township employment, in addition to their normal salary or wage, an additional sum which will be based on the number of years of service and at the said regular rate then existing for the title and increment level of such persons according to the following schedule:

| | |
|--------------------------------|--------------------|
| 1 year but less than 3 years | - 1 full weeks pay |
| 3 years but less than 7 years | - 2 full weeks pay |
| 7 years but less than 10 years | - 3 full weeks pay |
| 10 years or more | - 4 full weeks pay |

2. Reimbursement For Use Of Personally Owned Vehicle - Employees requiring travel in the pursuit of proper and necessary Township business who are required to use their personal vehicle shall be reimbursed the IRS rate per mile plus reasonable out of pocket expenses. When personal vehicles are used, employee must have liability coverage on it. When Township vehicles are available, they will be used.

3. Clothing Allowance - Those employees who as a requisite of employment are required by their Employer to wear special

clothing, such uniforms shall be paid by the Employer.

a. The Township shall provide Public Works employees with shirts, pants and/or any additional garments deemed appropriate by mutual agreement of the Township and Union. Purchase and/or rental of said garments shall be made through the Purchasing Department in compliance with Township Purchasing Procedures.

b. Gloves and rain gear to be provided by the Township. These items will be provided for within reason and shall not be abused.

c. Full time Police Records Clerks shall be entitled to a \$350.00 clothing replacement allowance annually for the specific purpose of replacement and/or mending of worn uniforms. It is further provided that in the event that any Police Record Clerk does not utilize the annual allotment, any balance shall be returned to the Municipal Treasury at the termination of each contract year. Purchase and/or mending of these garments shall be made through the Purchasing Department in compliance with Township purchasing procedures. In the event that there is a need for a part time Police Records Clerk, a clothing allowance will be pro-rated and the amount will be determined and discussed with the Union on a case by case basis. This clause shall not apply to newly hired Police Records Clerks until completion of sixty (60) days of employment.

d. The Township of Waterford agrees to pay each full time

Police Records Clerk a uniform cleaning allowance during each year of this Agreement. In 1995, commencing January 1, and each contract year thereafter, the Township of Waterford shall pay each Police Records Clerk \$4.00 per uniform for the cleaning of three (3) uniforms per week. All monies shall be payable the first pay date in June and first pay date in November. In the event of a part time Police Records Clerk, a cleaning allowance will be pro-rated and determined with the Union on a case by case basis.

e. It is also required that all employees provided and required to be in uniform shall report to work in full uniform each work day. Any employee found not to be in uniform according to the terms listed below within a one (1) year period, without a valid reason, will be subject to disciplinary actions. These actions shall include; for the first offense, sending the employee home to change and docking the employee the time; for the second offense, sending the employee home for the day and docking the time along with a multiple day suspension warning and notification to the Union; for the third offense, multiple day suspension and finally for fourth offense, dismissal.

4. Bulletin Board And Lunch Area - The Employer shall provide a bulletin board situated in a conspicuous area for the employees benefit, along with a suitable clean area to eat lunch.

5. Safety And Health - The Employer shall at all times maintain safe and healthful working conditions and will provide

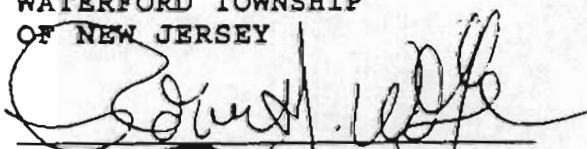
employees with any wearing apparel, tools or devices reasonably necessary in order to assure their safety and health.

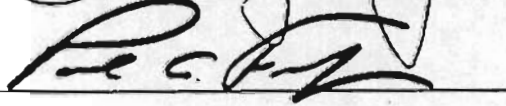
a. OSHA approved first aid kits and smoke detectors shall be available in all facilities.

b. Sanitary drinking water, rest rooms shall be available in all facilities.

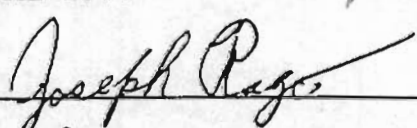
6. Non-Discrimination - The Employer agrees that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference or discrimination because of age, sex, marital status, race, color or creed, national origin, political affiliation/activity, union activity or private conduct which does not interfere with the employee's ability to perform his/her duties, which is permissible under the law.

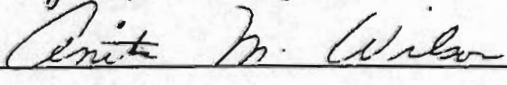
WATERFORD TOWNSHIP
OF NEW JERSEY





UNITED FOOD & COMMERCIAL WORKERS,
LOCAL 1360





DATE June 28, 1995

DATE June 28, 1995

WITNESSETH: Virginia L. Chandler