

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, 2005**

**EXPIRATION DATE: December 31, 2009**

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 - Laborer	B - Laborer	A - Driver
B - Driver	A - Operator	B- Operator
Foreman	A - Mechanic	B - Mechanic
C - Mechanic	Mechanic Helper	
Senior Tax Clerk	Tax Clerk	Senior Court Office Clerk
Court Office Clerk		Planning & Zoning Secretary
Senior Police Clerk		Police Clerk
Senior Administrative Assistant		
Administrative Assistant	Clerk Typist	Senior Clerk Typist
A - Custodian	B - Custodian	
Sr. Technical Assistant to Construction Official		
Technical Assistant to Construction Official		
Assessor's Assistant		
Water & Sewer Technician	Water & Sewer Laborer	
Water & Sewer Sr. collection Assistant		

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. However, the Township must determine the need for an appropriate position in order for an employee who meets the qualifications to advance.

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. The Township agrees to consider a newly hired employee's previous experience in determining their appropriate rate of pay.

The Township and the Union recognizes the following employee status:

PERMANENT FULL TIME - Individual who is hired within a title as defined in the scope of work titles and definitions for the amount of hours in a regular work week as defined in Article VII, Paragraph 12.

PERMANENT PART TIME - An Individual hired to work in a position for a weekly time period less than that covered by definitions but is to receive prorated vacation and sick time as set forth in this contract and full medical benefits.

REPLACEMENT EMPLOYEES - An individual hired within a title as defined in the scope of work titles and definitions for the amount of hours in a regular work week as defined in Article VII, Paragraph 12. Replacement employee is to fill a vacancy created by the absence of a permanent full time employee. Status of the replacement employee shall be reviewed every three months. Replacement employees shall not join the union or receive any benefits under this contract for a period of six (6) months. Upon separation, replacement employees are not entitled to layoff benefits, recall rights, and/or any benefits guaranteed an employee covered by this Collective Bargaining Agreement. Should a

replacement employee's status change to permanent, they will be required to abide by Article I (Union Shop) of this contract.

TEMPORARY EMPLOYEE - Individual hired by the Township whose employment shall not exceed 30 days unless by mutual agreement between the Union and the Township with a maximum of two (2) extensions.

SEASONAL EMPLOYEE - Employee hired to work for a maximum of 90 days to fill the temporary seasonal needs of the Township. Maximum of five (5) seasonal employees at any given time (four at Public Works, one clerical). No seasonal employees will be allowed in the event of a layoff. No seasonal employee shall be employed by the Township for more than six (6) months in on calendar year. Seasonal employees shall be paid the temporary rate as set forth in this contract. Seasonal employees shall not be offered overtime unless rank and file members are offered and are unavailable. Seasonal employee scheduled working hours will be the same as the department they are working in, except for weekends for clean up of the recreational and park areas. Seasonal employees shall be used to assist the Public Works department to complete special seasonal projects of leaf collection (as rakers), retention pond cleaning and mowing, and to assist in other areas on an occasional basis with union approval.

FOREMAN: This designation is in addition to the employees title and classification. Areas of responsibility are at the discretion of the Township. Under the direction of the Public Works Manager and/or Supervisor, those responsibilities to include but not limited to on site supervision of work crew, insuring that all work assigned is completed and that proper procedure and policy are followed.

Compensation will be set forth in the Salary Ordinance and will be in addition to the employees base salary.

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 of operator experience and must be able to demonstrate the ability to properly operate all of the equipment owned or leased by the Township when the position becomes available.

B-OPERATOR: Must be able to operate a minimum of (2) pieces of equipment owned or leased by the Township, excluding lawn mowers, lawn tractors, leaf vacuums and wood chippers.

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 Automotive Service Excellence (ASE). Must meet uniform standards set forth by the State of New Jersey for Class-A Commercial Drivers License. Must maintain all certifications and licenses as required by the

Township for the positions held.

B-MECHANIC: Must have four (4) certifications as available through the Automotive Service Excellence (ASE). Must meet uniform minimum standards set forth by the State of New Jersey for Class-B Commercial Drivers License. Must maintain all certifications and licenses as required by the Township for the positions held.

C-MECHANIC: Must have one (1) certification as available through the Automotive Service Excellence (ASE). Must hold a valid New Jersey Driver License. Must maintain all certifications and licenses as required by the Township for the positions held.

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

A-CUSTODIAN: All of the duties covered by B-Custodian plus the ability to maintain the mechanics of the building. This is to include but is not limited to minor plumbing, electrical, heating, air conditioning and general repairs to any building owned or leased, or under the responsibility of the Township.

B-CUSTODIAN: General janitorial duties including; vacuuming, cleaning rest rooms, cleaning offices, emptying trash. Outdoor maintenance including; trimming, gardening and any other task management deems necessary to maintain a clean and sanitary facility.

SENIOR TAX CLERK - A prerequisite of at least five (5) years of experience in the tax office. The Senior Tax Clerk will have completed Principles of Municipal Tax Collection I, II & III. Certification as a Municipal Tax Collector is preferred. The Senior Tax Clerk must be able to work independently and handle public inquiries with little or no supervision. This title also includes all of the duties of a Tax Clerk and a Clerk Typist.

WATER & SEWER TECHNICIAN - Able to install, maintain, and repair water or sewer mains, pipes, valves, pumps, hydrants and other equipment; sees that water taps are closed in work areas; sets drilling machines and taps water mains to the size required by placing needed sleeves and properly setting the valves; disassembles fire hydrants, removes defective parts, installs new parts and reassembles hydrants; replaces water valves; operates an air compressor and pneumatic drill; digs trenches to remove defective pipes and to install new pipe mains; yarns pours, and caulks joints; loads and unloads pipes and fittings; obtains, safeguards, and properly uses needed equipment, tools, materials and supplies. Operates sewer maintenance equipment. Reads and installs water meters. Performs other duties as directed.

REQUIREMENTS :

1. Some knowledge of the proper procedures used in making routine and complex repairs to water mains, pipes and appurtenances; of the varied types of tools used in maintenance and repair of water installations, and of the proper use of these tools.
2. Ability to read, write, speak and understand English sufficiently to perform the duties of this position; ability to understand, remember and carry out oral and written directions; to learn quickly from oral and written explanations and from demonstrations; to work harmoniously with others to work for long periods in emergency situations and remain on the job until all repairs have been made, and to operate an air compressor and skillfully use other specialized tools and equipment.
3. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

4. Must have a valid New Jersey Drivers License and a minimum of a CDL Class "B" (with tanker endorsement).
5. Must be enrolled and attending an approved Introduction to Water and/or Wastewater Operator Training Program or Operator Training Program for Collection Systems or completion of same.
6. Minimum of (2) years experience as a "laborer" for the Utility Department.
7. Availability to be on-call on a rotational basis. Compensation for off-hour call-in will be in accordance with Article VII. Compensation for carrying the nextel will be \$35.00 per week. It will be the responsibility of the Utility Department to notify the Payroll Department to who was on-call during the appropriate pay period. Off-hour call-ins may be either by Nextel or by a phone call to the employee's home.

WATER & SEWER - LABORER - Under direction, primarily performs varied types of manual and unskilled laboring work; may drive a truck in connection with laboring work on occasion; does related work as required.

EXAMPLES OF WORK

Loads, lifts and moves supplies, furniture, and equipment. Loads and unloads trucks. Digs trenches; does manual grading. Shovels gravel and sand; helps in mixing cement and mortar; assists in placing of the forms used in concrete work; does cold patching. Shovels snow. Cleans up underbrush, foliage, vines and weeds, helps cut down trees, digs out stumps of trees, digs out and destroys poisonous vines, weeds and undergrowth. Helps clean wet wells, occasional operation of sewer cleaning equipment,



cleans sewers.

Flushes hydrants.

Occasionally or incidentally drives trucks not requiring a CDL license to operate.

May be required to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office or related units.

Reads/installs water meters.

Performs all other duties as directed.

KNOWLEDGE AND ABILITIES

Ability to perform a variety of manual tasks either along or as a member of a group. Ability to perform heavy manual labor for prolonged periods of time under varying temperatures and climatic conditions. Ability to follow prescribed procedures and directions. Ability to learn to utilize various types of electronic and/or manual recording and information systems used by the Utility Department, office or related units.

Ability to read, write, speak, understand, or communicate in English sufficiently to perform the duties of this position. Availability to be on-call on a rotational basis. Compensation for carrying the nextel will be \$35.00 per week. It will be the responsibility of the Utility Department to notify the Payroll Department to who was on-call during the appropriate pay period. Off-hour call-ins may be either by Nextel or by a phone call to the employee's home.

WATER & SEWER DEPARTMENT - SR. COLLECTION ASSISTANT

Under the direction of the Tax/Rent Collector this position involves the following:

Receive, post, prepare daily deposits for water and sewer utility

payments.

Reconcile cash drawer

Prepare quarterly billings

Prepare late notices and shut off lists

Prepare and submit lists of property owners for tax-sale

Respond to general information question/inquiries regarding the Utility Department.

Filing and photocopying

Typing and adding machine skills

Answers and forwards telephone calls when necessary

Data entry in computer system for billing. Including name changes.

Maintains meter books

Prepares work orders for settlement readings and coordinates with Title Companies.

Decision making when Tax Collector is not present.

#### REQUIREMENTS

Minimum of 5 years experience in municipal utility billing and collections or, related experience in collections. Ability and knowledge to work independently with minimal supervision. Ability to interact with and assist the public in a pleasant manner.

TAX CLERK - Must have related clerical experience and knowledge to include computer skills, bookkeeping, and/or financial experience. The Tax Clerk must demonstrate the ability to work independently and be able to deal competently with the public with minimal supervisory assistance. The Tax Clerk's duties will also include the duties of a Clerk Typist. The Tax Clerk will also have to complete Principals of Municipal Tax Collection classes when the Tax Collector deems it appropriate for him/her to do so.

SENIOR COURT OFFICE CLERK - A prerequisite of at least five (5) years experience in the court office. The Senior Court Office Clerk will have completed the Principles I class offered by the State of New Jersey. The Senior Court Office Clerk must be able to work independently and handle public inquires with little or no supervision. This title also includes all of the duties of a Court Office Clerk and a Clerk Typist .

COURT OFFICE CLERK - Must have clerical experience, which includes computer and bookkeeping skills. The Court Office Clerk must demonstrate the ability to work independently and be able to deal competently with the public with minimal supervisory assistance. The Court Office Clerk will be required to complete the Principles I class when the Court Administrator deems it appropriate for him/her to do so. The Court Office Clerk duties will also include all the duties of a Clerk Typist

PLANNING AND ZONING SECRETARY - A prerequisite of five (5) or more years experience in planning and zoning. The Planning and Zoning Secretary should be proficient in all aspects of planning and zoning procedures. She/he must also be able to work independently and handle public inquires with little or no supervision. She/he must be able to attend monthly Planning and Zoning meetings and handle related duties and responsibilities of same. Certification for this position is preferred. The Planning and Zoning Secretary's duties will also include all of the duties of a Clerk Typist.

SENIOR TECHNICAL ASSISTANT TO THE CONSTRUCTION OFFICIAL - A prerequisite of at least five (5) years in the Construction Office. The Sr. Technical Assistant should be proficient in all aspects of the Construction Office procedures. She/he must be able to work

independently and handle public inquires with little or no supervision. State certification for this position is preferred. This position also includes the duties of a Technical Assistant and a Clerk Typist.

TECHNICAL ASSISTANT TO THE CONSTRUCTION OFFICIAL - Must have related clerical experience and knowledge to include computer and bookkeeping skills. The Technical Assistant must demonstrate the ability to work independently and be able to deal competently with the public with minimal supervisory assistance. The Technical Assistant will be required to attend DCA sponsored classes when the Construction Official deems it appropriate for him/her to do so. The Technical Assistant's duties will also include all of the duties of a Clerk Typist.

ASSESSOR'S ASSISTANT - A prerequisite of at least five (5) years in the Assessor's office. The Assessor's Assistant should be proficient in all aspects of the Assessor's office. She/he must be able to work independently and handle public inquires with little or no supervision. The Assessor's Assistant will be required to attend training classes, as the Tax Assessor deems appropriate. The Assessor's Assistant duties will also include all of the duties of a Clerk Typist.

SENIOR POLICE CLERK - A prerequisite of at least five (5) years in the police department. The Senior Police Clerk will be proficient in all areas of police records management, shall work independently and shall be able to handle public inquires with little or no supervision. If the Senior Police Clerk is female, she shall also become a certified Matron if the Chief of Police so requests. The duties of the Senior Police Clerk shall also include the duties of the Police Clerk and a Clerk Typist.

POLICE CLERK - Must have related clerical experience and knowledge to include computer and bookkeeping skills. The Police Clerk must demonstrate the ability to work independently and be able to deal competently with the public with minimal supervisory experience. The Police Clerk's duties will also include those of a Clerk Typist. If the Police Clerk is female, she shall also become a certified Matron if the Chief of Police so requests.

SENIOR ADMINISTRATIVE ASSISTANT - Must have at least five (5) years of related administrative assistant experience working directly for a department head or senior manager. Includes all of the duties of an Administrative Assistant and a Clerk Typist. The Senior Administrative Assistant shall hold any necessary certifications for his or her particular office and shall be proficient and knowledgeable in the particulars of their office. The Senior Administrative Assistant shall be able to work independently and handle public inquires with little or no supervision. This title also includes the duties of the Administrative Assistant and Clerk Typist.

ADMINISTRATIVE ASSISTANT - Must have clerical experience and knowledge of the duties and responsibilities of their particular office. The Administrative Assistant must demonstrate the ability to work independently and be able to deal competently with the public with minimal supervisory assistance. The Administrative Assistant shall attend classes for training and or certification when their particular department head deems it appropriate for him/her to do so. The Administrative Assistant's duties shall also include those of Clerk Typist.

SENIOR CLERK TYPIST - Must have at least five (5) years experience as a clerk typist. Should possess a high level of proficiency in the

current word processing program utilized by the Township. The Senior Clerk Typist shall be able to work independently and handle public inquiries with little or no supervision. This title also includes the duties of the Clerk Typist.

CLERK TYPIST - Entry level with minimal clerical experience, working under the direction of a department head and supervised by another co-worker in his/her department. Their work includes but is not limited to; word processing, answering telephones, photocopying, processing mail, filling out forms, waiting on the public and other related duties associated with their particular office.

When an employee fails to maintain his or her proper certification or license that is required by the Township for their current position; the employee shall notify the Township, in writing, within five (5) working days. Failure to notify the Township in writing, within five (5) working days may subject the employee to disciplinary action up to and including termination. The Township agrees to meet with the Union concerning the circumstances, placement and or disciplinary action of the employee.

#### ARTICLE I - UNION SHOP

This Agreement shall become effective this first day of January 1, 2005 and shall remain in full force and effect to midnight December 31, 2009, 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, 2009, 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. Prior to completion of a sixty (60) day probationary period, a new employee's performance shall be evaluated by the Township. Prior to a final determination to retain said employee, the Township agrees to consult with the employees' prospective Supervisor and Shop Steward. However, the Township shall have final say in retaining said employee.

After completing a sixty (60) day probationary period, employees will be covered by the Collective Bargaining Agreement. This may be extended an additional thirty (30) days with mutual agreement between the Township and the Union and notification to the employee. The Township may discipline or terminate any employee for any reason whatsoever during the probationary period and there shall be no right of appeal. 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. It is understood that temporary, seasonal, student, and replacement employees shall not be considered within the bargaining unit under the terms of this Agreement. No They are not entitled to any benefits hereunder, until such time, if any, as they attain permanent full or part time

status.

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.

It is further recognized that the Union has a Political Action Committee and is entitled to voluntary contributions by its members. Upon receipt of a proper written authorization from an employee, the Employer agrees to deduct monthly payments in the amount of one dollar (\$1.00) or more from the wages of said employee.

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. Prior to the hiring of any outside contractors, the Township agrees to evaluate the job to see if the job can be done in-house.



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

- A. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to problems which may arise affecting the terms and conditions of employment under this agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the Department.
- C. The term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Collective Bargaining Agreement. A "grievance" must be in writing and set forth a sufficient factual basis that permits the review of the grievance.
- D. 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 or time limit is waived by mutual consent.

Step One: The grievant may present the grievance in writing within five (5) days after the event giving rise to the

grievance has occurred to the employee's immediate supervisor and shop steward for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance. The Supervisor shall try to adjust the matter and shall respond in writing to the employee or steward within five (5) working days of being notified of the grievance.

Step Two: If an agreement is not reached pursuant to Step One, the grievant or the Union may present the grievance in writing within seven (7) working days of the conclusion of Step One to the Township's designated representative. The Township's designated representative shall meet with the Union's representative and the aggrieved employee in an effort to settle or resolve such grievance amicably, and will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

Step Three: If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring the same. Nothing herein shall preclude the parties from agreeing to the appointment of a mutually acceptable arbitrator. In lieu of arbitration, the Township and the Union may elect mediation by mutual agreement.

- E. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey. 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. The decision of the Arbitrator shall be final and binding.
- F. With regard to the subject matters that are not arbitrable, the advisory arbitration proceedings shall be conducted pursuant to the rules and regulations established by the Public Employment Relations Commission.
- G. If either party desire a verbatim record of the proceedings it may request that such record be made, provided that it pays for the record and make copies available to the other party and the arbitrator.
- H. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend the time limits for processing the grievance at any step in the grievance procedure.
- I. 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/mediation procedures of this Article.

J. In the event an arbitrator or mediator 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 permanent date of hire which excludes time served as temporary, seasonal, student or replacement employees.

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 a 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 supersedes the posted vacancies'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, temporary or seasonal worker 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. The Township will maintain medical benefits for the employee and their family for a period of six (6) months for an employee who is permanently

laid off or who is discharge for other than misconduct. 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 two and one-half (2-1/2) 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, 2005 - 3.00%. This increase is retroactive to January 1, 2005 and is to include all monies paid for overtime, longevity, sick, holiday, compensatory and vacation pay.

Effective January 1, 2006 - 3%

Effective January 1, 2007 - 3%

Effective January 1, 2008 - 3%

Effective January 1, 2009 - 3%

All employees currently above contracted salary scales shall receive the percentage increases based on their current salary.

Salary Scales

Senior Tax Clerk, Senior Court Office Clerk, Planning & Zoning Secretary, Senior Police Clerk, Senior Administrative Assistant, Senior Technical Assistant to Construction Official, Assessor's Assistant, Senior Water/Sewer Collection Assistant.

3:00%		<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
L-6	M	18.05	18.59	19.15	19.72	20.32	20.92
L-5	M	17.19	17.71	18.24	18.78	19.35	19.93
L-4	M	16.36	16.85	17.36	17.88	18.41	18.97
L-3	M	15.51	15.98	16.45	16.95	17.46	17.98
L-2	A	14.90	15.35	15.81	16.28	16.77	17.27
L-1	S	14.32	14.75	15.19	15.65	16.12	16.60

Tax Clerk, Court Office Clerk, Technical Assistant to Construction Official Police Clerk, Administrative Assistant, Senior Clerk/Typist:

L-6	M	14.32	14.75	15.19	15.65	16.12	16.60
L-5	M	13.66	14.07	14.49	14.93	15.37	15.84
L-4	A	12.99	13.38	13.78	14.19	14.62	15.06
L-3	A	12.35	12.72	13.10	13.50	13.90	14.32
L-2	A	11.68	12.03	12.39	12.76	13.15	13.54
L-1	S	10.88	11.21	11.54	11.89	12.25	12.61



Clerk/Typist :

L-5	A	11.68	12.03	12.39	12.76	13.15	13.54
L-4	A	10.88	11.21	11.54	11.89	12.25	12.61
L-3	A	10.40	10.71	11.03	11.36	11.71	12.06
L-2	A	9.90	10.20	10.50	10.82	11.14	11.48
L-1	S	8.83	9.09	9.37	9.65	9.94	10.24

A - Operator :

L-7	M	22.56	23.24	23.93	24.65	25.39	26.15
L-6	M	21.50	22.15	22.81	23.49	24.20	24.92
L-5	M	20.41	21.02	21.65	22.30	22.97	23.66
L-4	M	19.33	19.91	20.51	21.12	21.76	22.41
L-3	M	18.27	18.82	19.38	19.96	20.56	21.18
L-2	M	17.19	17.71	18.24	18.78	19.35	19.93
L-1	M	16.11	16.59	17.09	17.60	18.13	18.68

B - Operator and Water & Sewer Technician

L-7	M	20.61	21.23	21.87	22.52	23.20	23.89
L-6	M	19.65	20.24	20.85	21.47	22.12	22.78
L-5	M	18.66	19.22	19.80	20.39	21.00	21.63
L-4	M	17.71	18.24	18.79	19.35	19.93	20.53
L-3	M	16.72	17.22	17.74	18.27	18.82	19.38
L-2	M	15.74	16.21	16.70	17.20	17.72	18.25
L-1	M	14.77	15.21	15.67	16.14	16.62	17.12

A - Driver:

L-7	M	20.61	21.23	21.87	22.52	23.20	23.89
L-6	M	19.65	20.24	20.85	21.47	22.12	22.78
L-5	M	18.66	19.22	19.80	20.39	21.00	21.63
L-4	A	17.71	18.24	18.79	19.35	19.93	20.53
L-3	A	16.72	17.22	17.74	18.27	18.82	19.38
L-2	A	15.74	16.21	16.70	17.20	17.72	18.25
L-1	S	14.78	15.22	15.68	16.15	16.64	17.13

B - Driver:

L-7	M	17.82	18.35	18.91	19.47	20.06	20.66
L-6	M	16.97	17.48	18.00	18.54	19.10	19.67
L-5	M	16.13	16.61	17.11	17.63	18.15	18.70
L-4	A	15.31	15.77	16.24	16.73	17.23	17.75
L-3	A	14.48	14.91	15.36	15.82	16.30	16.79
L-2	A	13.64	14.05	14.47	14.90	15.35	15.81
L-1	S	12.80	13.18	13.58	13.99	14.41	14.84

A - Mechanic :

L-7	M	22.56	23.24	23.93	24.65	25.39	26.15
L-6	M	21.50	22.15	22.81	23.49	24.20	24.92
L-5	M	20.41	21.02	21.65	22.30	22.97	23.66
L-4	A	19.33	19.91	20.51	21.12	21.76	22.41
L-3	A	18.27	18.82	19.38	19.96	20.56	21.18
L-2	A	17.19	17.71	18.24	18.78	19.35	19.93
L-1	S	16.11	16.59	17.09	17.60	18.13	18.68

B - Mechanic :

L-7	M	19.87	20.47	21.08	21.71	22.36	23.03
L-6	M	18.93	19.50	20.08	20.69	21.31	21.95
L-5	M	17.98	18.52	19.07	19.65	20.24	20.84
L-4	A	17.06	17.57	18.10	18.64	19.20	19.78
L-3	A	16.11	16.59	17.09	17.60	18.13	18.68
L-2	A	15.19	15.65	16.12	16.60	17.10	17.61
L-1	S	14.24	14.67	15.11	15.56	16.03	16.51

C - Mechanic :

L-7	M	17.82	18.35	18.91	19.47	20.06	20.66
L-6	M	16.97	17.48	18.00	18.54	19.10	19.67
L-5	M	16.13	16.61	17.11	17.63	18.15	18.70
L-4	A	15.31	15.77	16.24	16.73	17.23	17.75
L-3	A	14.48	14.91	15.36	15.82	16.30	16.79
L-2	A	13.64	14.05	14.47	14.90	15.35	15.81
L-1	S	12.80	13.18	13.58	13.99	14.41	14.84

Mechanics Helper:

L-7	M	14.31	14.74	15.18	15.64	16.11	16.59
L-6	M	13.68	14.09	14.51	14.95	15.40	15.86
L-5	M	13.01	13.40	13.80	14.22	14.64	15.08
L-4	A	12.36	12.73	13.11	13.51	13.91	14.33
L-3	A	11.70	12.05	12.41	12.78	13.17	13.56
L-2	A	11.04	11.37	11.71	12.06	12.43	12.80
L-1	S	10.37	10.68	11.00	11.33	11.67	12.02

A - Laborer and Water & Sewer Laborer

L-7	M	15.16	15.61	16.08	16.57	17.06	17.57
L-6	M	14.46	14.89	15.34	15.80	16.27	16.76
L-5	A	13.76	14.17	14.60	15.04	15.49	15.95
L-4	A	13.05	13.44	13.84	14.26	14.69	15.13
L-3	A	12.35	12.72	13.10	13.50	13.90	14.32
L-2	A	11.73	12.08	12.44	12.82	13.20	13.60
L-1	S	11.14	11.47	11.82	12.17	12.54	12.91

B - Laborer:

L-7	M	11.66	12.01	12.37	12.74	13.12	13.52
L-6	A	10.93	11.26	11.60	11.94	12.30	12.67
L-5	A	10.23	10.54	10.85	11.18	11.51	11.86
L-4	A	9.53	9.82	10.11	10.41	10.73	11.05
L-3	A	8.83	9.09	9.37	9.65	9.94	10.24
L-2	A	8.38	8.63	8.89	9.16	9.43	9.71
L-1	S	7.97	8.21	8.46	8.71	8.97	9.24

A - Custodian:

L-7	M	17.85	18.39	18.94	19.51	20.09	20.69
L-6	M	17.02	17.53	18.06	18.60	19.16	19.73
L-5	M	16.18	16.67	17.17	17.68	18.21	18.76
L-4	M	15.34	15.80	16.27	16.76	17.27	17.78
L-3	A	14.50	14.94	15.38	15.84	16.32	16.81
L-2	A	13.66	14.07	14.49	14.93	15.37	15.84
L-1	S	12.82	13.20	13.60	14.01	14.43	14.86

B - CUSTODIAN

L-7	M	11.66	12.01	12.37	12.74	13.12	13.52
L-6	A	10.93	11.26	11.60	11.94	12.30	12.67
L-5	A	10.23	10.54	10.85	11.18	11.51	11.86
L-4	A	9.53	9.82	10.11	10.41	10.73	11.05
L-3	A	8.83	9.09	9.37	9.65	9.94	10.24
L-2	A	8.38	8.63	8.89	9.16	8.43	9.71
L-1	S	7.97	8.21	8.46	8.71	8.97	9.24

Temp /Seasonal

7.27	7.49	7.71	7.94	8.18	8.43
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Foreman compensation shall be \$1,000.00 per year above the base salary.

CDL premium pay for Public Works and Utility Department employees is as follows:

CDL A - \$400.00 per year, payable weekly

CDL B - \$200.00 per year, payable weekly

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 on their one year anniversary. Each classification has some automatic increases and some merit only increases on their scale. These steps are identified. The Township still has the ability to evaluate all employees annually.

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.

Evaluation process - 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 when an employee reaches a level increase on the pay scales that requires a merit evaluation.

It is understood, by the Union and the Township, that not all level increases are automatic. The steps within each title that are merit based require an exemplary evaluation with examples cited showing the employees willingness to take the extra step or initiative to perform his or her job better and aid the Township in functioning better. A merit increase in level within a pay title will be based upon 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 Township agrees to make the decision on an employee's step increase within thirty (30) days of the employee's anniversary date. Failure to render the decision will make the step increase automatic.

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 his 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. 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 at least State minimum wage, but no more than \$8.00 per hour. 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, 2001, all employees shall receive longevity pay as follows:

After completion of 5 years -	3.00%
After completion of 7 years -	4.00%
After completion of 10 years -	5.00%
After completion of 15 years -	6.00%
After completion of 20 years -	7.00%

Longevity pay shall be received by an employee in the first pay period following the employee's anniversary date.

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. The Township shall pay all compensatory hours down to 40, unless the employee requests in writing, by December 15th to be paid for anything under the forty (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. Any employee who wishes to leave early or come in late and utilize compensatory time must first get permission from their Department Head

or the Township Administrator.

6. Overtime work shall be distributed and rotated equally among employees within the same classification who are reasonably qualified to perform the task. Students, seasonal and temporary employees 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-five (35) 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 ( $\frac{1}{2}$ ) hour lunch daily.



13. Employees shall be provided with a balance of all sick, vacation, personal and compensatory time within the first pay period of each month.

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		Two (2) Personal Day's
One (1) additional personal day with ten (10) years of employment		
One-half (½) - day Christmas Eve		
One-half (½) - day New Year's Eve		

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 time with pay:

YEARS OF SERVICE

VACATION

Date of employment to December 31

1 day per month up to 10

Beginning January 1 to completion of 4 years:

11 days per year

Start of 5 years to completion of 9 years:	16 days per year
Start of 10 years to to completion of 14 years:	21 days per year
Start of 15 years to completion of 19 years:	26 days per year
Start of 20 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. Each employee beginning January 1, shall receive their allotment of vacation days in accordance with the above chart. Any employee due an increase in allotment of vacation time shall receive the additional days effective on their anniversary date.

c. 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. All requests for vacation must be previously approved by management. Any vacation taken without a signed approval will be considered an un-excused absence. 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. An employee may request payment for up to one week of unused vacation. Request must be made by December 1st; payment to be made the first pay in January. Payment will be made at the prior year's rate.

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 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 served upon the employees within (10) ten days of the alleged occurrence, with a copy to the Shop Steward, 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 replacement 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. Medical benefits will be retained for the employee and her family for the approved six month maternity leave. An employee shall not earn annual vacation 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. Leave of Absence - Unpaid - It is the policy of the Township to grant full-time permanent employees a leave of absence without pay for emergency situations, or other valid reasons. Requests require approval of the department head, Township Administrator and Township Committee and granted at the discretion of the Township Committee. Periods of absence shall not exceed 6 months of any one time. Such leaves may be renewed for an additional 6 months by the department head through the Township Administrator with the approval of the governing body. No further renewal extension may be granted except upon request of the Township Committee. Extensions shall be granted at the discretion of the Township Committee. Leaves of absence shall be requested by the employee in writing at least 30 days (if possible) prior to commencement. The Township shall pay health benefits not to exceed 6 months; thereafter, if additional leave is granted and taken, the employee may elect to retain said benefits and if so he/she shall reimburse the Township for the cost incurred, unless amended by a



collective bargaining agreement.

10. 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 accumulated at the rate of 1-1/4 days per month. 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 last pay date in November. 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 to work on any working day because of personal illness, must notify his or her Department Head or Supervisor at least (1) one hour prior to their normal starting time. The Township shall provide the appropriate call-in numbers.

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, prorated and accumulated at the rate of 1-1/4 days per month, based on months of service for the current year. If an employee has used more than the vested amount, all overages will be deducted from the employee's final pay.

6. If an employee fails to report work due to illness after the employee has received payment for unused vested sick days, but prior to January 1st of the next calendar year, then the employee shall receive excused unpaid day(s) off. If an employee fails to report for work due to illness, and the employee had used all allotted sick leave prior to the date the employee would have been compensated for unused sick leave, then the employee's absence(s) will be considered unexcused unpaid leave and shall result in disciplinary action.

#### 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 excluding applicable co-payments, a

medical program, vision, dental and prescription plan. Employees hired as permanent employees shall be covered on the first day following the sixtieth (60) day of employment or the carriers next enrollment date. Employees let go during a probationary period are not entitled to continue health benefits.

The current medical and prescription plan offered to Township employees is through the New Jersey State Health Care Benefits Program. All employees have the right to choose any plan offered by the State for medical and prescription coverage.

The Township agrees to provide all employees and dependents covered by this agreement with a dental and vision plan at the same benefit level existing at the time this agreement was executed.

Waterford Township may change insurance carriers or plans for economical reasons. However, the Township is required to provide the employees covered under this agreement with a high quality network based medical and prescription plan at all times. Should the Township wish to change medical and prescription coverage providers, the new level of benefits provided shall be equal to or better than the benefit level currently enjoyed by a majority of the employees covered by this agreement.

The union is in agreement with the Township that only this article will be opened while negotiating a change of insurance carriers.

Employees that have additional medical coverage may elect to opt-out of the medical plan after showing proof of additional insurance and may receive 35% of the yearly premium cost to be paid to the employee at the end of each quarter. The Township shall supply proof of premium to the Union each benefit year. If an employee needs to be reinstated into

the health care plan, they will have to submit a written request and wait until the first of the next month or the carriers next enrollment.

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 - NON WORK RELATED DISABILITY

Any employee with continuous employment of six (6) months but less than eighteen months who is absent on account of ill health shall have their position held for a period equivalent to their length of service up to eighteen months from date of absence. The Township shall continue

to pay medical benefits for up to six (6) months of said absence.

Time spent by employees on leave of absence without pay will not be included in total time of employment when calculating eligibility for an annual salary step increment or for eligibility for longevity.

A replacement employee can be hired to fill the vacancy of an employee on a non-work related disability. The replacement employee will not receive medical benefits or join the union for the first six (6) months of the replacement. After six months, the replacement will be required to join the union and will receive medical benefits beginning in the seventh month.

In the event the original employee returns to work, the replacement employee will separate employment and the Township will not be held responsible for layoff, recall rights, and/or any benefits guaranteed an employee covered by this collective bargaining agreement.

ARTICLE XVII - 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, rain gear, safety equipment and approved optional garments (i.e.-T-shirts, sweatshirts) shall be provided for by the Township through an annual \$300.00 clothing allowance for the year 2005, \$325.00 for the year 2006 and \$350.00 for the year 2007, 2008 and 2009. All items are to be acquired through Department inventory by Department Policy. Work boots/shoes as required by Department Policy are to be purchased by the employee at the place of his/her choice and reimbursed through the clothing allowance allotment. All equipment and gear are the responsibility of the employee and are required and considered part of Department Uniform.

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. The amount per uniform shall be the equivalent to the cleaning allowance for Police Officers 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.

#### ARTICLE XVIII - PROFESSIONAL DEVELOPMENT

This article will be in accordance with Manual 6, section 6.19 of the Employee Policy Handbook.

#### ARTICLE XIX - EDUCATION REIMBURSEMENT

The Township supports the continuing education of its employees. To this end, the Township and Union agree to the following:

1. The Township shall pay up to \$600 annually per employee to reimburse the employee for college education expenses absorbed



by the employee in furtherance of their education.

Reimbursement is contingent upon successful completion of the course. All monies paid by employees for books and/or tuition shall be repaid by the Township to the employee within thirty (30) days of completion of the course.

2. The cost of tuition, registration and fees shall be paid at the exact cost but not exceeding the \$600 annual amount. The Township shall not reimburse any cost beyond the \$600 limit.
3. Reimbursement will be granted only during the year in which the approved course was taken and completed.
4. Reimbursement shall be based upon the furnishing of satisfactory proof of payment to the college and the submission of an official transcript, or certified statement, indicating that the employee completed the course, for which they are seeking reimbursement, with the grade of 2.7 or better.

#### ARTICLE XX - RETIREMENT BENEFITS

A Union member retiring from active duty with the Township of Waterford, and in good standing, shall be entitled to continued health benefits for the employee, their spouse and all statutorily eligible dependents paid for by the Township.

To be eligible for health benefit coverage under this article, a retiring employee shall have a minimum of 15 years of service with the Township. Retirees eligible for this benefit must also be 55 years of age and have a minimum of 25 years of service paid into the New Jersey Public Employees Retirement Pension Fund (PERS) or 15 years service with the Township and meet other PERS retirement eligibility requirements.

Surviving spouses of deceased retirees will receive major medical and prescription health coverage paid for by the Township until which time they are eligible for Medicare coverage.

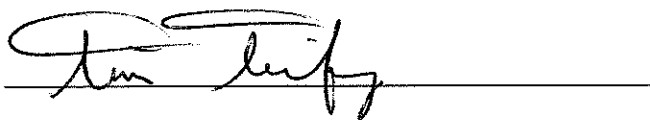
The current Township medical plan available to retirees is through the New Jersey State Health Benefit Plan. Since the Township re-evaluates the entire employee benefit package on a regular basis, the Township reserves the right to provide retiree coverage with a private health benefit provider, as long as the coverage provided is equal to the current retirement benefit level.

A comprehensive description of the current retiree health benefit plan is on file in the Township Administrator's Office and is incorporated herein by reference.

WATERFORD TOWNSHIP  
OF NEW JERSEY

UNITED FOOD & COMMERCIAL WORKERS,  
LOCAL 1360

  
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DATE March 24 2006

DATE 3-17-06

WITNESSETH: Virginia K. Chandler