

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWNSHIP OF PISCATAWAY
AND
TOWNSHIP OF PISCATAWAY PROFESSIONAL, TECHNICAL AND CLERICAL
EMPLOYEES
A.F.S.C.M.E. LOCAL 3274
FOR THE PERIOD
JULY 1, 2009 THROUGH DECEMBER 31, 2014

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SECTION ONE

ARTICLE I. AGREEMENT AND RECOGNITION

This Agreement entered into this 16th day of August 2011 between the Township of Piscataway (hereinafter referred to as the "Township") and the Township of Piscataway Professional, Technical and Clerical Employees, AFSCME Local # 3274 (hereinafter referred to as the "Union").

The Township recognizes the Union as the sole and exclusive bargaining agent for professional and nonprofessional white collar employees of the Township in titles listed on the attached Exhibit A, excluding professional employees, managerial executives, supervisors, confidential employees, police officers, craft, firefighters within the meaning of the Act, blue collar non-supervisory Public Works employees and supervisors in Public Works.

The Township and the Union may include new and/or additional classifications or deleted current job classifications upon mutual agreement. The new and/or additional classifications, which have been mutually agreed upon, shall have all rights and benefits of this Agreement.

Benefits shall only be provided to part-time employees as specifically and explicitly provided in this Agreement.

ARTICLE II. DUES CHECK OFF

A. The Township agrees to deduct dues for the union from the wages of a permanent employee who is a member of the union and whose position is covered by this agreement in accordance with N.J.S.A. 52:14-15.9E, as amended, provided that at the time of such deduction there is in possession of the Township a current check off authorization form, individually and voluntarily executed by the employee said check off authorization form to be provided by the union. The union shall be responsible for securing the signatures of its members on side forms and delivering same to the Township. The Township will deduct these amounts in equal installment.

B. Representation Fee (Agency shop)

1. Subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative during the term of this agreement. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

In each year of the contract on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If the agency fee is discontinued, an assessment shall be made on each quarterly date; i.e., January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded the agency fee plan shall be reinstated, with proper notice to affected employees.

2. Amount of fee -Prior to the beginning of each contract years, the union will notify the Township in writing of the amount of regular membership dues, initiation fees

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and assessment charged by the union to its own members for that contract years, and the amount of the representation fee for the contract year. Any changes in representation fee structure during the contract year shall be in accordance with B.1. above

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85 % of the regular membership dues, fees and assessments.

3. Deduction and transmission of fee

After verification by the Township that an employee must pay the representation fee, the Township will deduct the fee for all eligible employees in accordance with this article.

The mechanics of the deduction of representation fees and the transmission of such fees to the union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the union.

The Township shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status. The Township shall deduct the representation fee from a new permanent employee as soon as possible after thirty (30) days from the beginning date of employment in a position in the unit as a permanent employee.

4. Demand and return system

The representation fee in lieu of dues only shall be available to the union if the procedures hereafter are maintained by the union. The burden of proof under this system is on the union.

The union shall return any portion of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative. The employee shall be entitled to a review of the amount of the representation fee by requesting the union to substantiate the amount charged for the representation fee.

This review shall be in conformance with internal steps and procedures established by the union. The union shall submit a copy of the union review system to the Township Administrator. The deduction of the representation fee shall be available only if the union establishes and maintains this review system.

An employee who is dissatisfied with the union's decision may appeal to the Public Employment Relations Commission Appeal Board.

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5. Township held harmless

The union hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from an agreement to deduct made by the Township in accordance with this provision. Neither the Township nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the union from an excluded position or another unit. The term-excluded position shall include but not be limited to confidential, managerial and exempted position.

If violations of any type occur regarding representation fee deduction, and they are brought to the attention of the Township, the Township shall review the matter and solve the problem on a prospective basis.

6. Legal requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

- C. All sums deducted by the Township shall be remitted to the treasurer, AFSCME Council 73, not later than the 15th day of the calendar month subsequent to the month in which such deductions are made, together with a list of individuals for whom deductions have been made.
- D. If during the life of this agreement there shall be any change in the rate of membership dues, the union shall notify the Township by certified letter of any changes in union dues at least thirty (30) calendar days in advance of the effective date.
- E. The union shall indemnify and hold the Township harmless against any and all claims, demands, suits, or other forms of liability, including reasonable attorney's fees that shall arise out of or by reason of action taken or not taken by the Township for purpose of complying with any of the provisions of this Article.

ARTICLE III. MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. Except as expressly modified or restricted by a specific provision of this agreement, the Township retains and reserves unto itself, at its sole and exclusive discretion and judgment, all statutory and inherent powers, rights, authority, prerogative, duties and responsibilities conferred upon or vested in it prior to the signing of this agreement, or which may hereafter be conferred upon and vested in it by the Laws and Constitution of the State of Jersey and of the United States. These include, but are not limited to, the right to:
 - 1. Management and administrative control of the operation of the Township and its properties and facilities and the activities of its employees
 - 2. Hire all employees and to determine their qualification and fitness for continued employment or assignment and to promote and transfer employees;
 - 3. Take disciplinary action for cause such as but not limited to suspension, demotion and discharge

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4. Determine the methods, means and personnel by which Township operations are conducted;
 5. Determine the content of job qualifications and duties;
 6. Take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.
- B. The management and direction of the workforce shall be at the sole discretion and the sole responsibility of the Township, and except as otherwise provided herein, the Township retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the workforce; to subcontract; plan, direct and control the entire operation of the workforce; discontinue, consolidate or reorganize any department or division, move any or all operations to any location or discontinue the same in whole or in part; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees or transfers in the workforce, or requires the assignment of additional duties to the employees in the workforce, or cause the elimination or addition of titles of jobs; determine the amount and frequency of overtime to be worked and relieve employees duty; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Township prior to the execution of this agreement, except as limited herein.

All rights, powers, discretion, authority and prerogative possessed by the Township prior to the execution of the agreement, whether exercised or not, are retained by and are to remain exclusively with Township.

That notwithstanding anything contained in any of the above sections 'A' through 'C', it is expressly agreed and understood that any and all practices that may have developed over the years are preserved and deemed to continue.

ARTICLE IV. UNION PRIVILEGES

The Union shall be allowed to conduct normal business meetings on Township property, provided that space is available and requests are made at least one (1) week in advance. Employees may attend such meetings only during off duty hours.

Any officer, shop steward, or duly elected delegate of the local Union may take a leave of absence, with no interruption of pay or benefits, to attend the International convention Council I and 73 Conventions and other workshops and seminars. No more the three (3) of the above named positions will be allowed to attend at the same time. Requests to attend the above are to be made at least two (2) weeks in advance the aggregate number of days available for such leave for the bargaining unit shall not exceed nine (9) for each year.

Management agrees to allow one (1) designated Union Official at a time, time off from their regular work assignment for the purpose of investigating grievances, attend grievance hearings and meet with management on an as needed basis.

The Township in each building at reasonably convenient locations shall make bulletin boards available. These bulletin boards may be utilized by the Union for the purpose of posting non-controversial Union announcements and other similar information.

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The Township will make space available on its premises for the Union to locate a filing cabinet for Union business. Such space shall be made available as long as it is not required for Township business.

ARTICLE V. GRIEVANCE PROCEDURES

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee to discuss a matter informally with any appropriate member of his departmental supervisory staff, at a mutually convenient time, provided there is no undue interference with departmental operations.
3. Disputes concerning terms and conditions of employment governed by state or federal statute or state or federal administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not proceed beyond Step 2.

B. Definitions

1. A grievance is defined as any dispute, controversy, or issue involving the interpretation, application or violation (alleged or otherwise) of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinance and/or statute which actually affects working conditions.
2. A grievant is defined as any bargaining unit employee or party to this agreement who has a grievance as defined herein. The Union may file a grievance on behalf of two or more employees if the grievance involves common issues of fact and law.
3. A written grievance shall comply with the following criteria:
 - a. It shall set forth the name of the employee(s) and/or party alleged to be aggrieved.
 - b. It shall set forth the date of the occurrence or event giving rise to the grievance.
 - c. It shall set forth a concise statement of the facts giving rise to the grievance.
 - d. It shall state the specific section of the agreement, policy or administrative decision, which forms the basis of the grievance.
 - e. It shall set forth the specific relief requested.

C. If informal attempts to resolve the grievance have failed, then the following steps shall be taken to resolve the grievance:

STEP 1: The employee or shop steward, either alone or accompanied by a local Union representative, shall present the written grievance to his or her supervisor

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within ten (10) working days following the date that the grievance occurred or within ten (10) working days of the date that the employee knew or should have known of its occurrence. The written grievance shall specify the nature of the grievance and the specific contractual provision allegedly violated. The supervisor shall make every effort to either resolve the grievance in a mutually satisfactory manner within ten (10) working days of its submission, or shall, within ten (10) working days, advise the employee in writing of the failure to do so.

STEP 2: If the grievance is not resolved at Step 1 or if no answer is received from the appropriate official within the time limit, then the grievance shall be submitted in writing, within ten (10) working days, to the employee's department head. The written grievance shall specify the nature of the grievance and the specific contractual provision allegedly violated. The department head shall make every effort to either resolve the grievance in a mutually satisfactory manner at a meeting with the grievant and the shop steward and/or the Union President within ten (10) working days of the submission, or shall, within ten (10) working days, advise the employee in writing of the failure to do so.

STEP 3: If the grievance is not resolved at Step 2, or if no answer is received from the department head within the time limit, then the grievance shall be submitted in writing, within ten (10) working days, to the Mayor or his/her designee, who shall arrange a hearing on the grievance at a mutually agreeable time and place not later than ten (10) working days after the receipt of the written grievance. The grievant and the shop steward and/or Union president shall be allowed to be present at this hearing. The Mayor or designee shall make every effort to resolve the grievance and shall present a written response to the employee with a copy to the Union within ten (10) working days of the hearing.

STEP 4: If the grievance is not resolved at Step 3, or if no hearing was set or no answer was received within the time limit, the grievance may be submitted to PERC for disposition according to the rules and regulations thereof. If the grievance is not earlier resolved the parties shall select a mutually acceptable arbitrator in accordance with PERC rules. The arbitrator shall thereafter conduct a hearing at a mutually satisfactory time and place, preferably within thirty calendar days after filing for arbitration.

The decision of the arbitrator shall be rendered within 30 calendar days unless otherwise extended by the parties and shall be final and binding on the parties. The Township and the Union shall share the expenses and fees of the arbitrator equally.

- a. The arbitrator's function is to interpret the provisions of the Agreement and to decide cases of alleged violation of such provisions. If, in the arbitrator's opinion, he or she has no power to rule on the issue submitted, the arbitrator shall refer the issue to the parties without decision.
- b. No grievance settlement reached under the terms of the Agreement shall add to subtract from, or modify the terms of this agreement.

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D. Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to a waiver.

An aggrieved employee may participate in all steps of the grievance procedure without loss of regular pay, but shall not be eligible for any premium-rate pay if adjustment of the grievance requires his presence outside normal working hours. The shop steward may participate in Steps 1 through 5 under the same conditions.

E. Time Limits

1. Time limits may be extended by the mutual consent of the parties in writing.
2. Failure of the Township to respond to a grievance within the time limit shall be deemed a denial of the grievance. The Township shall make every reasonable effort to respond to a grievance.
3. Failure of the union to proceed to the next step within the time limit shall be deemed abandonment of the grievance and the decision of the Township shall be deemed the final and binding resolution of the grievance.

F. Time limits provided for in this grievance procedure shall be considered mandatory and may only be extended by an instrument in writing signed by both parties.

G. The aggrieved employee and one designated employee representative shall be allowed time off without loss of pay as may be required for appearance at any hearing, if the grievance is scheduled during work hours, but in no event shall the employees and/or employee representatives at any such grievance hearing be entitled either to overtime pay or other benefits based upon attendance at the grievance hearing.

H. Where the employee or the Union requests employee witnesses, permission for a reasonable number of witnesses required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance as required if during the normal scheduled working hours but in no event shall any witness at any grievance hearing be entitled to overtime pay or other benefits for his or her presence at such hearing.

I. The Township agrees to make available to the Union all public information, which is relevant to the processing of any grievance.

J. The Union agrees to use and keep such information confidential; said information shall not be used in conjunction with any other grievance.

ARTICLE VI. DISCIPLINE AND DISCHARGE

No member of the bargaining unit shall be disciplined or discharged without just cause. Discharge and other disciplinary actions may be appealed through the grievance procedure. The Supervisor must inform the employee that he/she is entitled to Union representation before written disciplinary charges are presented to the employee. Employees reserve the right to exercise Weingarten rights.

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ARTICLE VII. LAY-OFF PROVISION

Employees within a department subject to layoff shall be offered work in their same job classification provided there is an available opening. In lieu of layoff, an employee may displace a less senior employee covered by this agreement in the same classification or in a lower classification, regardless of department, provided the employee is qualified to perform the functions of that job.

When the factor of skill and ability are reasonably equal, seniority will be the determining factor. Seniority is defined as continuous employment with the Township from the date of last hire.

Temporary employees shall be laid off before probationary employees and all probationary employees shall be laid off before any permanent employees. Employees so affected shall be given a minimum of two weeks' notice.

ARTICLE VIII. SALARY

A. The schedule of wages for AFSCME employees for each year of the contract is contained in Exhibit A, which is attached hereto and made a part hereof. The salary scale and plan has been designed as follows:

Each current employee within the bargaining unit shall receive an increase to the annual base salary according to the following schedule:

July 1, 2009 December 21, 2010	0%
January 1, 2011	2%
January 1, 2012	2%
January 1, 2013	2%
January 1, 2014	2%

Each employee who retires on or after the July 1, 2009 effective date of this agreement shall receive the salary increases reflected in Article VII from July 1, 2009 to the date of his/her retirement.

All Junior Office Assistants with five years of service will be promoted to senior office Assistants.

B. The position ranges for July 1, 2009 to December 31, 2014 are reflected in Exhibit A appended hereto.

An employee who remains in the same job classification for three (3) years shall receive the top of his/her salary range as per this contract for that job classification based on the employee's satisfactory job performance.

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ARTICLE IX. HOLIDAYS

Holidays recognized by the Township are:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday (third Monday in February)
5. Good Friday
6. Memorial Day (last Monday in May)
7. Independence Day
8. Labor Day
9. Columbus Day (second Monday in October)
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

Full-time employees shall receive these holidays as time off and shall be compensated as if each holiday were a normal workday.

Permanent part-time employees working a minimum of twenty (20) hours per week shall receive seven (7) holidays and shall be compensated as if such holiday was a normal workday for such part-time employees. These seven holidays shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day.

ARTICLE X. HEALTH BENEFIT PACKAGE

A. The Township shall provide a health benefit package, which includes hospitalization, medical, major medical, prescription and dental insurance to all full-time employees who are members of the bargaining unit and their dependants. Effective May 1, 2006 or such time thereafter as determined by the Township, the traditional insurance option shall no longer be available.

Contribution to premium by active members of this bargaining unit and members who retire after June 28, 2011 will be in accordance with the premium cost sharing terms and conditions set forth in S-2937 New Jersey State Statute put into effect June 28, 2011

B. Effective July 1, 2011, if an employee's spouse is employed by the Township, only one coverage will be provided.

C. The current health insurance plan for all employees and their dependents is as follows:

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1. The current unlimited PPO lifetime benefit is maintained.
2. Effective July 1, 2011 the prescription co-pay shall be \$ 5 for generic drugs and \$25 for brand name.
3. The deductible for dental is seventy-five dollars (\$75) per person with the maximum benefit per year of \$1,200 per person. The aggregate for dental deductible per family shall not exceed \$225 per year.

D. Payment in Lieu of Health Benefits

1. Any full-time Township employee may choose, at his or her sole option, not to be enrolled in the health insurance plan provided by the Township. Any employee so choosing shall be eligible to receive reimbursement, lump sum, as provided herein, in lieu of receiving health, dental or prescription insurance benefits from the Township in accordance with the following payments:

	FAMILY COVERAGE HUSBAND AND WIFE	PARENT AND CHILD
Health	\$ 2,250	\$1,500
Dental	\$ 450	\$ 300
Prescription	\$ 300	\$ 200
	\$3,000	\$2,000

2. An employee who chooses not to accept health insurance coverage must provide satisfactory proof in writing that employee is covered by health insurance provided by his or her spouse or by other means by providing notice of such coverage forthwith. The Township Business Administrator shall decide, in his sole and exclusive discretion, whether such notice is satisfactory.
3. The lump sum payment referred to in this article shall be paid on the last payday in December of each year. Any employee who chooses not to accept health insurance coverage who leaves Township employment in good standing shall be entitled to a pro-rata share of the payments set forth above at the time of his or her separation from Township employment. All Calculations for any payments hereunder shall be on a pro rata basis calculated upon the differential between the lump sum payment provided for in the prior agreement and the lump sum payment in this agreement.
4. This option is available to active full-time employees who are covered by a current health insurance program sponsored by the Township.
5. The reimbursement provided herein shall not be considered wages or any other compensation for the purpose of calculating retirement benefits, seniority benefits, and longevity benefits or for any other purpose.

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E. For employees who retire in accordance with the following criteria, the Township will provide a health benefits package enjoyed by employees who are actively working, subject to all premium cost sharing and terms and conditions established by S-2937 New Jersey State Statute put into effect on June 28, 2011.

- 1. Have necessary years of service with the PERS system and have at least the final 5 years of service with the Township of Piscataway;
- 2. Have retired on a disability pension having been permanently disabled under circumstances arising out of, and in the course of their employment with the Township.

F. The Union agrees to appoint members to a joint committee of unions representing various municipal employees and management for the purpose of reviewing alternative health insurance plans.

ARTICLE XI. OVERTIME AND HOURS OF WORK

The regular workweek for full-time employees, except as otherwise noted herein, shall be 35 hours based on seven (7) hour days. The following positions shall work 40 hours per week: Code Enforcement Inspector; Engineering Inspector; Engineering Aides A, B, and C; Junior Engineering Assistant. All overtime hours worked shall be compensated at the rate of one and one-half times the regular hourly wage of the member.

Any employee who works more than seven hours in one day shall be compensated at the rate of one and one-half (1 1/2) times his or her regular hourly rate (or at the rate of one and one-half (1 1/2) times compensatory time, if the compensatory time can be taken within a reasonable time). Notwithstanding anything herein to the contrary, the computation of overtime pay will be done in fifteen-minute increments. By way of illustration, if an employee works ten minutes overtime, he or she will be entitled to fifteen minutes overtime pay. Likewise, if an employee works twenty-two minutes overtime, he or she will be entitled to thirty minutes overtime pay.

An employee who is required to work on Sunday or a holiday, whether it is scheduled or as the result of an emergency (as defined by the employee's department head), shall be paid at the rate of double time for all hours worked.

Any employee required to work during hours other than those to which he or she is normally assigned because of an emergency (as defined by the employee's department head) shall be entitled to not less than two hours overtime pay. The Policy Directive annexed hereto as Exhibit "C" shall govern the administration of compensatory time.

ARTICLE XII. SICK LEAVE

Effective July 1, 2011 any employee hired, during the first calendar year of employment with the Township, shall accrue sick leave at the rate of 5.25 hours per month of employment and after the first calendar year of employment will be eligible for nine (9) days of sick leave per year.

An employee who was hired before July 1, 2011, shall accrue sick leave at the rate of one (1) day per month of employment and after the first calendar year of employment, shall be eligible for twelve (12) days of sick leave per year.

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Permanent part-time employees working a minimum of twenty (20) hours per week shall have each of the days prorated to the hours the employee would have worked on the day absent.

Part-time employees may carry over up to one-half of their unused sick leave beyond the calendar year end in which it is earned. Any such carryover days shall be used as comp sick in the following year and cannot be accumulated.

All employees hired after January 6, 2006 shall only be entitled to pro rata accumulation of sick leave upon any separation of service. The pro rata leave calculation shall be performed in the calendar year in which they separate. They shall earn leave time as other employees during the term of employment.

- A. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose, subject to Section D of this article.
- B. Short periods of sick leave (not to exceed three (3) days) may be used to attend to a spouse, dependent parent or dependent child in situations of serious illness. Such leave shall not exceed the employee's unused sick leave. Employees may utilize sick leave when they are unable to perform their work by reason of personal illness, accident, or exposure to a contagious disease. Sick leave may also be used in hour increments for short periods to attend to a spouse or child who is seriously ill. In the manner described under the Family Leave Act.
- C. An employee may accumulate up to five (5) unused sick days each work year, which will be credited toward accumulated sick leave, which may be available for sick leave, retirement cash payout, or early retirement. Any additional unused sick days may be used as comp sick time but shall not be accumulated toward early retirement.
- D. Should an employee die while a permanent employee of the Township, all accumulated "sick leave" shall be paid to the Designated Beneficiary. The person identified as the "Primary Beneficiary" on the Public Employee Retirement System Life Insurance Policy will be the Designated Beneficiary unless the employee had otherwise specifically identified a beneficiary for the specific purpose of accumulated sick leave.
- E. Employees must use accumulated comp sick time so as to not have more than 140 unused hours as of December 31st of each year. Any unused hours in excess of 140 hours as of the end of the calendar year shall be forfeited. Any payout for accumulated unused comp sick is limited to no more than 98 hours.
- F. No employee may accumulate more than two hundred (240) days of sick leave for credit towards early retirement; however, in no event shall this amount exceed \$15,000 per employee for any employee hired after 1 September 1999.
- G. Workers Compensation
 - 1. If an employee is hurt on the job, any time out from work, which is directly related to the injury sustained on the job, will not be counted against sick time as long as the following proper procedures are followed in reporting the injury.
 - 2. An employee must immediately report any accident (with or without injury) to the immediate supervisor.

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3. In order to receive treatment for an injury, the employee must call the Township's certified Worker's Compensation Managed Care organization, for referral for medical treatment. This agent will schedule any and all appointments for medical treatment. All accident forms must be completed and sent to Personnel.
 4. If a serious injury is involved, an employee may go to an emergency room of the nearest hospital. The injured employee MUST contact this agent as soon as possible after initial treatment has been rendered.
 5. When an employee is injured in the line of duty said employee shall receive those benefits provided in the statutes, N.J.S.A. 34:15-12. and outlined in Exhibit D.
- H. Any accumulated sick days shall be paid to the heirs or designated beneficiary of any employee who dies while in the employ of the Township, in accordance with the above restrictions.

ARTICLE XIII. PERSONAL DAYS

- A. Permanent full time employees shall receive an allowance of two (2) personal days each calendar year. Such personal days may be taken in one-half (1/2) hour increments. In addition, there will be an allowance of one-half (1/2) personal day to be taken on Christmas Eve, and one-half (1/2) personal day to be taken on New Years Eve. All personal Days must be used by December 31 of each calendar year. Any personal leave time not used by this date will be lost.
- B. All employees hired after January 6, 2006 shall only be entitled to pro rata accumulation of personal days upon any separation of service. The pro rata leave calculation shall be performed in the calendar year in which they separate. They shall earn leave time as other employees during the term of employment.

ARTICLE XIV. VACATIONS

- A. Subject to the following paragraphs, annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service employment. A person may not take any accrued vacation time during his or her probationary period.
- B. For all employees having from one (1) through five (5) years of employment with the Township, vacation entitlement shall be eleven (11) days. Any employee hired on or after July 1, 2011 having from one (1) through five (5) years of employment with the Township shall be entitled to ten 10 days vacation
- C. For all employees having from six (6) through ten (10) years of employment with the Township, vacation entitlement shall be nineteen (19) days. Any employee hired on or after July 1, 2011 having from six (6) through ten (10) years of employment with the Township shall be entitled to fifteen (15) days vacation..
- D. For all employees having from eleven (11) through fifteen (15) years of employment with the Township, vacation entitlement shall be entitled to twenty (20) days.
- E. For all employees having from sixteen (16) through twenty-four (24) years of employment with the Township, vacation entitlement shall be twenty-four (24)

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- F. For all employees having more than twenty-five (25) years of employment with the Township, vacation entitlement shall be twenty-five (25) days.
- G. Effective the twenty-sixth (26th) year of employment with the Township, vacation entitlement shall increase by one (1) day per additional year of service up to a maximum of thirty (30) days.
- H. Vacations shall be granted in compliance with the eligibility criteria as previously established.
- I. An employee may carry unused vacation only until March 31st of the succeeding year, with the written approval of the employee's department head and the Business Administrator. Any vacation leave from the previous year that is not used by March 31st will be lost.
- J. For the year of hire and the year, during which an employee resigns or is involuntarily terminated, the employee's available leave (vacation, personal, sick) shall be prorated in accordance with the number of days worked during the year in question.
- K. All employees hired after January 6, 2006 shall only be entitled to pro rata accumulation of vacation upon any separation of service. The pro rata leave calculation shall be performed in the calendar year in which they separate. They shall earn leave time as other employees during the term of employment.

ARTICLE XV. OTHER LEAVE

- A. Any member of the bargaining unit shall be entitled to up to three (3) days leave due to a death in his or her immediate family. The immediate family shall include only the employee's spouse, child, parent, brother, sister, grandparent, grandchild, step child, step parent, step brother or step sister, common law spouse, civil partner, or those of the employee's spouse. In the event of the death of a household resident similar to the relationship of a spouse, leave with pay shall be granted for one day.
- B. Female members of the bargaining unit who leave or are separated from work as a result of disability due to pregnancy will be compensated on the same basis as any employees on Long Term Disability. Any disability due to pregnancy shall be presumed to begin thirty (30) working days prior to the expected date of delivery as stated in writing by a physician. Said disability shall also be presumed to continue for thirty (30) working days following the delivery. The employee may submit a written proof from a physician of a disability other than as set forth above.
- C. Any member of the bargaining unit who is a member of the National Guard, Naval Reserve, Air National Guard or a reserve component of the Armed Forces of the United States, who is required to engage in annual field training, shall be treated as spelled out in applicable municipal ordinance and State and Federal law.

ARTICLE XVI. PROMOTIONS

- A. All promotions, opportunities for promotions, which are created by a job vacancy in the bargaining unit, shall be prominently posted for five (5) business days prior to the position being filled on a probationary basis.
- B. When a department head considers candidates to fill a vacancy, seniority may be one of the criteria used in the selection process.

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C. The Human Resources Coordinator will notify, in writing the AFSCME Union President of record of a reclassification or promotion of an employee who is a member of AFSCME Local #3274 prior to a change of status.

ARTICLE XVII. CLOTHING CARE

The Township shall reimburse, on an annual basis, each permanent full-time employee, who is a member of the bargaining unit, a clothing care reimbursement in accordance with the following schedule: \$375.00, which will be paid the first pay period in April.

ARTICLE XVIII. POLICE DISPATCHERS

Please see Articles I Through XVI under Section Two - Agreement By And Between The Piscataway Police Dispatchers & AFSCME Local 3274 And The Township Of Piscataway.

ARTICLE XIX. PROFESSIONAL LICENSING FEES

The Township shall reimburse all full-time employees for professional licensing fees, where such license is a requirement of the employee's job description and professional organization memberships directly related to the required license, subject to the availability of funds. This article shall not apply to driver's licenses or similar nonprofessional licenses.

Employees taking continuing education classes to maintain professional licenses required by the township, as a condition of employment, shall not be charged time.

ARTICLE XX. PART TIME EMPLOYEES

Permanent part-time employees working a minimum of twenty (20) hours per week shall receive benefits only as expressly provided in this Agreement.

All other part-time employees shall not be entitled to any benefits under this Agreement.

ARTICLE XXI. LONGEVITY PAYMENT

A. A longevity payment shall be paid as hereinafter fixed and determined; such longevity pay shall be considered as additional compensation and shall be part of each full-time Employee's salary for retirement benefits.

Longevity Scale

After the completion of	5	years	2%
After the completion of	10	years	4%
After the completion of	15	years	6%
After the completion of	20	years	8%
After the completion of	24	years	10% (maximum allowable)

B. Effective January 6, 2006, new hires shall not be entitled to longevity pay.

ARTICLE XXII. LONG TERM DISABILITY

This program is set forth in Exhibit B

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ARTICLE XXIII. JOB DESCRIPTIONS AND EMPLOYEE RECORDS

The Township shall have written job descriptions for all jobs in the bargaining unit and shall make them available to employees upon request.

All job descriptions shall be given to the Union within a reasonable time.

If an employee calls the Personnel Office before 10:00 a.m., he/she will be able to review his/her personnel file by 3:00 p.m., conditions permitting.

ARTICLE XXIV. RULES AND REGULATIONS

In accordance with N.J.S.A., 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established.

ARTICLE XXV. FULLY BARGAINED PROVISIONS AND ITEMS

This Agreement represents the complete and final settlement by the parties as to all items, which were, or could have been, the subject of negotiations.

ARTICLE XXVI. VALIDITY OF PROVISIONS

If any provision of this Agreement is found to be invalid by a court of law, or by other competent jurisdiction, that provision shall become inoperative, but all other provisions shall continue in full force and effect.

ARTICLE XXVII. PROCEDURE FOR REPORTING SAFETY PROBLEMS

An employee who wishes to report a safety problem should obtain the form designed for this purpose and submit it to his/her supervisor. A copy should also be forwarded to the Department Head and Division of Personnel.

The supervisor shall make every effort to address the safety problem within two (2) working days from the date of the report. The supervisor shall notify the person making the report about what action is to be taken with respect to the safety matter. A copy of the response shall be forwarded to the Department Head and the Division of Personnel.

ARTICLE XXVIII. TERM OF THIS AGREEMENT

This Agreement shall become effective as of July 1, 2009 and shall remain in effect up to and including December 31, 2014.

ARTICLE XXIX. RENEWAL

Subject to law and the rules and regulations of the Public Employee Relations Commission, any desire by either party to change, modify, or otherwise renew this contract must be expressed, in writing, at least one hundred twenty (120) days prior to termination.

ARTICLE XXX. MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance and that there shall be no interference with such operations either by a strike of other job action by the union or a lockout by the Township.

B. The union covenants and agrees that neither the union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist, or support, nor will any of its

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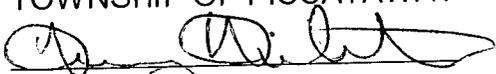
members take part in any strike, work stoppage, slowdown, walkout or other job action against the Township.

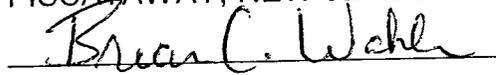
- C. The union will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other similar activity, or from supporting any such action by any other employee or group of employees of the Township. The union will disavow such action and order all such members who participate in such activities to cease and desist immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the union's order. In executing its obligation, the union will use such forms of communication with its members, as it and the Township deem most effective, including personal contact, telegram, registered or conventional mail, and so forth.
- D. In the event of a strike, slowdown, walkout or other form of job action, it is covenanted and agreed that participation in any such activity by a union member shall entitle the Township to take disciplinary action including termination of the employment of such employee or employees, and that the action taken by the Township may vary from employee to employee, depending on the circumstance. The only question for arbitration under this article is whether the employee participated in prohibited conduct. For the purposes of this section, arbitration is defined as a third party neutral, mutually selected by the parties to this agreement from a list of arbitrators supplied by the Public Employment Relations Commission.
- E. Nothing contained in this agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitle to have in law or in equity, or both in the event of such breach by the union or its members.
- F. The Township agrees not to lock out.

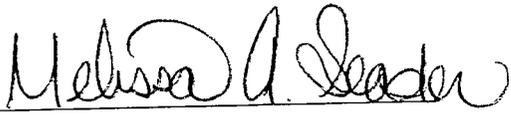
ARTICLE XXXI. STATEMENT OF INTENT

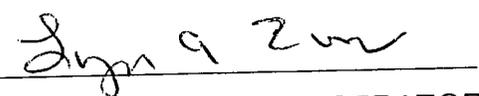
This Agreement provides compensation benefits for the White-Collar employees of the Township of Piscataway as defined herein, in recognition of their dedicated service to the municipality.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal at Piscataway, NJ on this 16th day of August 2011

A.F.S.C.M.E. LOCAL 3274
 TOWNSHIP OF PISCATAWAY

 HENRY HINTERSTEIN,
 AFSCME PRESIDENT

TOWNSHIP OF PISCATAWAY
 PISCATAWAY, NEW JERSEY

 BRIAN C. WAHLER, MAYOR

ATTEST: 
 MELISSA SEADER,
 TOWNSHIP CLERK


 LYN A. EVERS ADMINISTRATOR

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EXHIBIT A TITLE AND SALARY RANGE

TITLE SALARY	RANGE
ADMINISTRATIVE ASSISTANT	8
ANIMAL CONTROL OFFICE	13
ASSISTANT PLANNER	17(A)
ASSISTANT PROPERTY MAINTENANCE AND ENFORCEMENT OFFICER	10
BUILDING SUB CODE OFFICIAL	17
BUS DRIVER	3
CHIEF REGISTERED ENVIRONMENTAL HEALTH SPECIALIST	21
CODE ENFORCEMENT INSPECTOR	16
COMPLIANCE INSPECTOR	10
DEPUTY ASSESSOR	11a
DEPUTY ASSESSOR (PART-TIME)	1
DISPATCHER	8(D)
ELECTRICAL SUB-CODE OFFICIAL	13(a)
ENGINEERING AIDE	A15(a)
ENGINEERING AIDE B	12
ENGINEERING AIDE C	11
ENGINEERING INSPECTOR	15
EQUIPMENT COORDINATOR	5
FIRE INSPECTOR	14
HEAD CASHIER	6
HOUSING COORDINATOR	9
JUNIOR ENGINEER ASSISTANT	18
JUNIOR OFFICE ASSISTANT	2
KITCHEN AIDE	1
LANDSCAPE ARCHITECT	20
LIEN COORDINATOR	6
MEALS ON WHEELS ASSISTANT	1
PAYROLL COORDINATOR	8(a)
PLUMBING SUB-CODE OFFICIAL	13(a)

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PRODUCTION FACILITATOR	4
PROGRAM ACCOUNTS ANALYST	11
PROGRAM SUPERVISOR	6(a)
PURCHASING SPECIALIST	9
RECEPTIONIST	1
REGISTERED ENVIRONMENTAL HEALTH SPECIALIST	19
SECRETARY	7
SENIOR ACCOUNTING CLERK	6
SENIOR ASSESSING CLERK	6
SENIOR ENGINEERING ASSISTANT	19
SENIOR OFFICE ASSISTANT	6
SENIOR TAX CLERK	6
SEWER UTILITY CASHIER	6
SWITCH BOARD OPERATOR	2
TAX ADJUSTER	6
TECHNICAL ASSISTANT	6b
TRANSPORTATION COORDINATOR	6

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Salary Range - July 1, 2009 - December 31, 2010			
0% Increase		Minimum	Maximum
Kitchen Aide	1	\$ 19,094.00	\$ 27,830.00
Meals On Wheels Asst	1	\$ 19,094.00	\$ 27,830.00
Receptionist	1	\$ 19,094.00	\$ 27,830.00
Switchboard Operator	2	\$ 26,582.00	\$ 36,311.00
Junior Office Asst	2	\$ 26,582.00	\$ 36,311.00
Bus Driver	3	\$ 28,267.00	\$ 37,962.00
Production Facilitator	4	\$ 32,480.00	\$ 47,337.00
Equipment Coordinator	5	\$ 32,884.00	\$ 43,388.00
Head Cashier	6	\$ 35,236.00	\$ 46,010.00
Lien Coordinator	6	\$ 35,236.00	\$ 46,010.00
Senior Accounting Clerk	6	\$ 35,236.00	\$ 46,010.00
Senior Assessing Clerk	6	\$ 35,236.00	\$ 46,010.00
Senior Office Asst	6	\$ 35,236.00	\$ 46,010.00
Senior Tax Clerk	6	\$ 35,236.00	\$ 46,010.00
Sewer Utility Cashier	6	\$ 35,236.00	\$ 46,010.00
Tax Adjuster	6	\$ 35,236.00	\$ 46,010.00
Transportation Coordinator	6	\$ 35,236.00	\$ 46,010.00
Program Supervisor	6a	\$ 38,848.00	\$ 55,908.00
Technical Assistant	6b	n/a	n/a
Secretary	7	\$ 39,943.00	\$ 47,550.00
Administrative Asst.	8	\$ 48,321.00	\$ 51,155.00
Payroll Coordinator	8a	\$ 48,321.00	\$ 52,382.00
Dispatcher	8d	\$ 44,427.00	\$ 50,830.00
Housing Coordinator	9	\$ 39,016.00	\$ 52,609.00
Purchasing Specialist	9	\$ 39,016.00	\$ 52,609.00
Compliance Inspector	10	\$ 42,502.00	\$ 54,445.00
Asst. Property Maint. & Enforce	10	\$ 42,502.00	\$ 54,445.00
Engineering Aide C	11	\$ 42,790.00	\$ 59,734.00

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Program Accounts Analyst	11	\$ 42,790.00	\$ 59,734.00
Deputy Assessor	11a	\$ 51,115.00	\$ 59,677.00
Engineering Aide B	12	\$ 53,697.00	\$ 61,182.00
Animal Control Officer	13	\$ 39,943.00	\$ 62,081.00
Electrical Sub-Code Official	13a	\$ 39,943.00	\$ 68,618.00
Plumbing Sub-Code Official	13a	\$ 39,943.00	\$ 68,618.00
Fire Inspector	14	\$ 50,297.00	\$ 68,644.00
Engineering Inspector	15	\$ 52,529.00	\$ 65,829.00
Engineering Aide "A"	15a	\$ 61,751.00	\$ 67,162.00
Code Enforcement Inspector	16	\$ 57,304.00	\$ 67,957.00
Purchasing Agent	16a	\$ 52,609.00	\$ 70,171.00
Building Sub-Code Official	17	\$ 54,861.00	\$ 71,833.00
Assistant Planner	17a	\$ 45,136.00	\$ 76,051.00
Junior Engineering Asst.	18	\$ 67,716.00	\$ 72,454.00
Senior Engineering Asst.	19	\$ 51,350.00	\$ 73,672.00
Registered Environmental HS	19	\$ 51,350.00	\$ 73,672.00
Landscape Architect	20	\$ 54,962.00	\$ 81,083.00
Chief REHS	21	\$ 57,055.00	\$ 83,340.00

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Salary Range January 1, 2011 - December 31, 2011			
2% Increase		Minimum	Maximum
Kitchen Aide	1	\$ 19,476.00	\$ 28,387.00
Meals On Wheels Asst	1	\$ 19,476.00	\$ 28,387.00
Receptionist	1	\$ 19,476.00	\$ 28,387.00
Switchboard Operator	2	\$ 27,114.00	\$ 37,037.00
Junior Office Asst	2	\$ 27,114.00	\$ 37,037.00
Bus Driver	3	\$ 28,832.00	\$ 38,721.00
Production Facilitator	4	\$ 33,130.00	\$ 48,284.00
Equipment Coordinator	5	\$ 33,542.00	\$ 44,256.00
Head Cashier	6	\$ 35,941.00	\$ 46,930.00
Lien Coordinator	6	\$ 35,941.00	\$ 46,930.00
Senior Accounting Clerk	6	\$ 35,941.00	\$ 46,930.00
Senior Assessing Clerk	6	\$ 35,941.00	\$ 46,930.00
Senior Office Asst	6	\$ 35,941.00	\$ 46,930.00
Senior Tax Clerk	6	\$ 35,941.00	\$ 46,930.00
Sewer Utility Cashier	6	\$ 35,941.00	\$ 46,930.00
Tax Adjuster	6	\$ 35,941.00	\$ 46,930.00
Transportation Coordinator	6	\$ 35,941.00	\$ 46,930.00
Program Supervisor	6a	\$ 39,625.00	\$ 57,026.00
Technical Assistant	6b	\$ 36,688.00	\$ 53,804.00
Secretary	7	\$ 40,742.00	\$ 48,501.00
Administrative Asst.	8	\$ 49,287.00	\$ 52,178.00
Payroll Coordinator	8a	\$ 49,287.00	\$ 53,430.00
Dispatcher	8d	\$ 45,316.00	\$ 51,847.00
Housing Coordinator	9	\$ 39,796.00	\$ 53,661.00
Purchasing Specialist	9	\$ 39,796.00	\$ 53,661.00
Compliance Inspector	10	\$ 43,352.00	\$ 55,534.00
Asst. Property Maint. & Enforce	10	\$ 43,352.00	\$ 55,534.00

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Engineering Aide C	11	\$ 43,646.00	\$ 60,929.00
Program Accounts Analyst	11	\$ 43,646.00	\$ 60,929.00
Deputy Assessor	11a	\$ 52,137.00	\$ 60,871.00
Engineering Aide B	12	\$ 54,771.00	\$ 62,406.00
Animal Control Officer	13	\$ 40,742.00	\$ 63,323.00
Electrical Sub-Code Official	13a	\$ 40,742.00	\$ 69,990.00
Plumbing Sub-Code Official	13a	\$ 40,742.00	\$ 69,990.00
Fire Inspector	14	\$ 51,303.00	\$ 70,017.00
Engineering Inspector	15	\$ 53,580.00	\$ 67,146.00
Engineering Aide "A"	15a	\$ 62,986.00	\$ 68,505.00
Code Enforcement Inspector	16	\$ 58,450.00	\$ 69,316.00
Purchasing Agent	16a	\$ 53,661.00	\$ 71,574.00
Building Sub-Code Official	17	\$ 55,958.00	\$ 73,270.00
Assistant Planner	17a	\$ 46,039.00	\$ 77,572.00
Junior Engineering Asst.	18	\$ 69,070.00	\$ 73,903.00
Senior Engineering Asst.	19	\$ 52,377.00	\$ 75,145.00
Registered Environmental HS	19	\$ 52,377.00	\$ 75,145.00
Landscape Architect	20	\$ 56,061.00	\$ 82,705.00
Chief REHS	21	\$ 58,196.00	\$ 85,007.00

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Salary Range January 1, 2012 - December 31, 2012			
2% Increase		Minimum	Maximum
Kitchen Aide	1	\$ 19,866.00	\$ 28,955.00
Meals On Wheels Asst	1	\$ 19,866.00	\$ 28,955.00
Receptionist	1	\$ 19,866.00	\$ 28,955.00
Switchboard Operator	2	\$ 27,656.00	\$ 37,778.00
Junior Office Asst	2	\$ 27,656.00	\$ 37,778.00
Bus Driver	3	\$ 29,409.00	\$ 39,495.00
Production Facilitator	4	\$ 33,793.00	\$ 49,250.00
Equipment Coordinator	5	\$ 34,213.00	\$ 45,141.00
Head Cashier	6	\$ 36,660.00	\$ 47,869.00
Lien Coordinator	6	\$ 36,660.00	\$ 47,869.00
Senior Accounting Clerk	6	\$ 36,660.00	\$ 47,869.00
Senior Assessing Clerk	6	\$ 36,660.00	\$ 47,869.00
Senior Office Asst	6	\$ 36,660.00	\$ 47,869.00
Senior Tax Clerk	6	\$ 36,660.00	\$ 47,869.00
Sewer Utility Cashier	6	\$ 36,660.00	\$ 47,869.00
Tax Adjuster	6	\$ 36,660.00	\$ 47,869.00
Transportation Coordinator	6	\$ 36,660.00	\$ 47,869.00
Program Supervisor	6a	\$ 40,418.00	\$ 58,167.00
Technical Assistant	6b	\$ 37,422.00	\$ 54,880.00
Secretary	7	\$ 41,557.00	\$ 49,471.00
Administrative Asst.	8	\$ 50,273.00	\$ 53,222.00
Payroll Coordinator	8a	\$ 50,273.00	\$ 54,499.00
Dispatcher	8d	\$ 46,222.00	\$ 52,884.00
Housing Coordinator	9	\$ 40,592.00	\$ 54,734.00
Purchasing Specialist	9	\$ 40,592.00	\$ 54,734.00
Compliance Inspector	10	\$ 44,219.00	\$ 56,645.00
Asst. Property Maint. & Enforce	10	\$ 44,219.00	\$ 56,645.00

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Engineering Aide C	11	\$ 44,519.00	\$ 62,148.00
Program Accounts Analyst	11	\$ 44,519.00	\$ 62,148.00
Deputy Assessor	11a	\$ 53,180.00	\$ 62,088.00
Engineering Aide B	12	\$ 55,866.00	\$ 63,654.00
Animal Control Officer	13	\$ 41,557.00	\$ 64,589.00
Electrical Sub-Code Official	13a	\$ 41,557.00	\$ 71,390.00
Plumbing Sub-Code Official	13a	\$ 41,557.00	\$ 71,390.00
Fire Inspector	14	\$ 52,329.00	\$ 71,417.00
Engineering Inspector	15	\$ 54,652.00	\$ 68,489.00
Engineering Aide "A"	15a	\$ 64,246.00	\$ 69,875.00
Code Enforcement Inspector	16	\$ 59,619.00	\$ 70,702.00
Purchasing Agent	16a	\$ 54,734.00	\$ 73,005.00
Building Sub-Code Official	17	\$ 57,077.00	\$ 74,735.00
Assistant Planner	17a	\$ 46,960.00	\$ 79,123.00
Junior Engineering Asst.	18	\$ 70,451.00	\$ 75,381.00
Senior Engineering Asst.	19	\$ 53,425.00	\$ 76,648.00
Registered Environmental HS	19	\$ 53,425.00	\$ 76,648.00
Landscape Architect	20	\$ 57,182.00	\$ 84,359.00
Chief REHS	21	\$ 59,360.00	\$ 86,707.00

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Salary Range January 1, 2013 - December 31, 2013			
2% Increase		Minimum	Maximum
Kitchen Aide	1	\$ 20,263.00	\$ 29,534.00
Meals On Wheels Asst	1	\$ 20,263.00	\$ 29,534.00
Receptionist	1	\$ 20,263.00	\$ 29,534.00
Switchboard Operator	2	\$ 28,209.00	\$ 38,534.00
Junior Office Asst	2	\$ 28,209.00	\$ 38,534.00
Bus Driver	3	\$ 29,997.00	\$ 40,285.00
Production Facilitator	4	\$ 34,469.00	\$ 50,235.00
Equipment Coordinator	5	\$ 34,897.00	\$ 46,044.00
Head Cashier	6	\$ 37,393.00	\$ 48,826.00
Lien Coordinator	6	\$ 37,393.00	\$ 48,826.00
Senior Accounting Clerk	6	\$ 37,393.00	\$ 48,826.00
Senior Assessing Clerk	6	\$ 37,393.00	\$ 48,826.00
Senior Office Asst	6	\$ 37,393.00	\$ 48,826.00
Senior Tax Clerk	6	\$ 37,393.00	\$ 48,826.00
Sewer Utility Cashier	6	\$ 37,393.00	\$ 48,826.00
Tax Adjuster	6	\$ 37,393.00	\$ 48,826.00
Transportation Coordinator	6	\$ 37,393.00	\$ 48,826.00
Program Supervisor	6a	\$ 41,226.00	\$ 59,330.00
Technical Assistant	6b	\$ 38,170.00	\$ 55,978.00
Secretary	7	\$ 42,388.00	\$ 50,460.00
Administrative Asst.	8	\$ 51,278.00	\$ 54,286.00
Payroll Coordinator	8a	\$ 51,278.00	\$ 55,589.00
Dispatcher	8d	\$ 47,146.00	\$ 53,942.00
Housing Coordinator	9	\$ 41,404.00	\$ 55,829.00
Purchasing Specialist	9	\$ 41,404.00	\$ 55,829.00
Compliance Inspector	10	\$ 45,103.00	\$ 57,778.00
Asst. Property Maint. & Enforce	10	\$ 45,103.00	\$ 57,778.00

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Engineering Aide C	11	\$ 45,409.00	\$ 63,391.00
Program Accounts Analyst	11	\$ 45,409.00	\$ 63,391.00
Deputy Assessor	11a	\$ 54,244.00	\$ 63,330.00
Engineering Aide B	12	\$ 56,983.00	\$ 64,927.00
Animal Control Officer	13	\$ 42,388.00	\$ 65,881.00
Electrical Sub-Code Official	13a	\$ 42,388.00	\$ 72,818.00
Plumbing Sub-Code Official	13a	\$ 42,388.00	\$ 72,818.00
Fire Inspector	14	\$ 53,376.00	\$ 72,845.00
Engineering Inspector	15	\$ 55,745.00	\$ 69,859.00
Engineering Aide "A"	15a	\$ 65,531.00	\$ 71,273.00
Code Enforcement Inspector	16	\$ 60,811.00	\$ 72,116.00
Purchasing Agent	16a	\$ 55,829.00	\$ 74,465.00
Building Sub-Code Official	17	\$ 58,219.00	\$ 76,230.00
Assistant Planner	17a	\$ 47,899.00	\$ 80,705.00
Junior Engineering Asst.	18	\$ 71,860.00	\$ 76,889.00
Senior Engineering Asst.	19	\$ 54,494.00	\$ 78,181.00
Registered Environmental HS	19	\$ 54,494.00	\$ 78,181.00
Landscape Architect	20	\$ 58,326.00	\$ 86,046.00
Chief REHS	21	\$ 60,547.00	\$ 88,441.00

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Salary Range January 1, 2014 - December 31, 2014			
2% Increase		Minimum	Maximum
Kitchen Aide	1	\$ 20,668.00	\$ 30,125.00
Meals On Wheels Asst	1	\$ 20,668.00	\$ 30,125.00
Receptionist	1	\$ 20,668.00	\$ 30,125.00
Switchboard Operator	2	\$ 28,773.00	\$ 39,305.00
Junior Office Asst	2	\$ 28,773.00	\$ 39,305.00
Bus Driver	3	\$ 30,597.00	\$ 41,091.00
Production Facilitator	4	\$ 35,158.00	\$ 51,240.00
Equipment Coordinator	5	\$ 35,595.00	\$ 46,965.00
Head Cashier	6	\$ 38,141.00	\$ 49,803.00
Lien Coordinator	6	\$ 38,141.00	\$ 49,803.00
Senior Accounting Clerk	6	\$ 38,141.00	\$ 49,803.00
Senior Assessing Clerk	6	\$ 38,141.00	\$ 49,803.00
Senior Office Asst	6	\$ 38,141.00	\$ 49,803.00
Senior Tax Clerk	6	\$ 38,141.00	\$ 49,803.00
Sewer Utility Cashier	6	\$ 38,141.00	\$ 49,803.00
Tax Adjuster	6	\$ 38,141.00	\$ 49,803.00
Transportation Coordinator	6	\$ 38,141.00	\$ 49,803.00
Program Supervisor	6a	\$ 42,051.00	\$ 60,517.00
Technical Assistant	6b	\$ 38,933.00	\$ 57,098.00
Secretary	7	\$ 43,236.00	\$ 51,469.00
Administrative Asst.	8	\$ 52,304.00	\$ 55,372.00
Payroll Coordinator	8a	\$ 52,304.00	\$ 56,701.00
Dispatcher	8d	\$ 48,089.00	\$ 55,021.00
Housing Coordinator	9	\$ 42,232.00	\$ 56,946.00
Purchasing Specialist	9	\$ 42,232.00	\$ 56,946.00
Compliance Inspector	10	\$ 46,005.00	\$ 58,934.00
Asst. Property Maint. & Enforce	10	\$ 46,005.00	\$ 58,934.00

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Engineering Aide C	11	\$ 46,317.00	\$ 64,659.00
Program Accounts Analyst	11	\$ 46,317.00	\$ 64,659.00
Deputy Assessor	11a	\$ 55,329.00	\$ 64,597.00
Engineering Aide B	12	\$ 58,123.00	\$ 66,226.00
Animal Control Officer	13	\$ 43,236.00	\$ 67,199.00
Electrical Sub-Code Official	13a	\$ 43,236.00	\$ 74,274.00
Plumbing Sub-Code Official	13a	\$ 43,236.00	\$ 74,274.00
Fire Inspector	14	\$ 54,444.00	\$ 74,302.00
Engineering Inspector	15	\$ 56,860.00	\$ 71,256.00
Engineering Aide "A"	15a	\$ 66,842.00	\$ 72,698.00
Code Enforcement Inspector	16	\$ 62,027.00	\$ 73,558.00
Purchasing Agent	16a	\$ 56,946.00	\$ 75,954.00
Building Sub-Code Official	17	\$ 59,383.00	\$ 77,755.00
Assistant Planner	17a	\$ 48,857.00	\$ 82,319.00
Junior Engineering Asst.	18	\$ 73,297.00	\$ 78,427.00
Senior Engineering Asst.	19	\$ 55,584.00	\$ 79,745.00
Registered Environmental HS	19	\$ 55,584.00	\$ 79,745.00
Landscape Architect	20	\$ 59,493.00	\$ 87,767.00
Chief REHS	21	\$ 61,758.00	\$ 90,210.00

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EXHIBIT B DISABILITY PROGRAM - EFFECTIVE JANUARY 1, 2012

A. Policy

1. Disability benefits are available to full-time employees, with at least two full years of continuous service, for serious long-term illnesses or injuries, which necessitate absences in excess of thirty (30) continuous calendar days (The thirty continuous calendar days is herein referred to as the LTD Qualification Period).
2. Where allowed by law, all leave under this program runs concurrent with any State or Federal FLA or FMLA leave.
3. During the LTD Qualification Period, prior to being placed on long-term disability, the employee must first use all of his or her accrued sick days. If all of the employee's sick days are utilized then employee may utilize any other available vacation or other paid leave time.
4. Should the employee not have adequate paid time available, the remaining number of days in the LTD Qualification Period that the employee is unable to work shall be unpaid until the LTD Qualification Period has been fulfilled.
5. Long-term disability leave starts with the thirty-first (31) continuous calendar day an employee is unable to work.
6. After the employee has completed the LTD Qualification Period and has been placed on long-term disability status, the Township will pay the employee in the following manner:

75% of employee's usual weekly/bi-monthly salary for up to eleven (11) months on long-term disability
7. If an employee returns to work, after being out under the LTD Program, the employee must return to work full time for 6 (six) months before he or she can apply for additional benefits under the LTD Program. The LTD Qualification Period requirement must be met each time an employee applies for long-term disability under this program. Notwithstanding the above, if an employee receives benefits under the LTD Program and returns to work full time but must take time off again due to the same medical condition within a 30 day period after returning to work and the employee has not exhausted his/her LTD maximum benefits of 11 months, the employee will not be required to meet another LTD qualification period but may use up the balance of the LTD period that remains related to that specific personal illness or injury.
8. An employee may not work for any other employer or be self-employed while receiving benefits under the township's LTD program. Any employee found to be violating this policy will be subject to immediate termination from the LTD program and will be subject to disciplinary action up to and including immediate termination of employment from the Township.

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B. Conditions

The above payment schedule is subject to the following provisions:

1. The Township will charge the employee's sick leave or other leave days during the LTD Qualification Period. Any balance of the employee's accumulated sick days will not be used during the LTD leave period unless the employee requests these sick days be charged as described under subsection (iii) below.
2. The thirty (30) continuous calendar day LTD Qualification Period will be applicable each time an employee requests long-term disability leave.
3. An employee must have sick leave or other leave days to his or her credit, for the year that the illness or injury occurs, to receive pay for that time before being placed on long-term disability.
4. If, at the end of the LTD period the employee is still unable to work, he or she may request to use the remainder of their accumulated sick leave or other leave days to continue to receive their salary and benefits.
5. If the employee has paid leave time available in excess of the days needed to meet the LTD Qualification Period the employee may request that their additional available leave time be charged to increase disability payments to 100% of their usual weekly/biweekly salary. If at the end of the Long Term Disability period the employee is still unable to work, the employee may request to use any or all of the employee's remaining leave time including sick and vacation days to continue to receive his or her salary and benefits.
6. While on long-term disability, the employee shall not accumulate vacation days, personal days or further sick days. Upon the employees return to work from LTD, the Division of Human Resources will send the employee a notice of his or her leave time adjustment based on the time they were out on LTD. This is required because the Township front loads all leave time for each employee January 1 of the current year. If the employee's adjustment of time exceeds his or her balance then the employee will retain a negative balance until the following calendar year, from which the time will be taken from the new allotment of time.

C. Certificate of Disability

1. The Township will only continue an employee's salary and benefits under the LTD Program for a period up to eleven (11) months after the LTD Qualification Period providing that the employee submits a completed Certificate of Disability by his or her physician.
2. The original Certificate of Disability must include the following information:
 - a. Name of employee
 - b. Nature of employee's illness or injury
 - c. Extent and duration of employee's illness or injury (dates included)
 - d. A statement to the fact that the employee was unable to report for work

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3. The Certificate must be signed by a medical doctor licensed in the United States.
4. The employee must provide an updated certification of continuing disability updating all of the information contained in the original certification of disability and signed by a licensed medical doctor to the Township every thirty (30) days during the LTD, or anytime a certification is requested by the Township. Failure to provide the certification of continuing disability as required or requested will result in suspension of all payments until the certification is received. It is the employee's responsibility to secure all certifications or re-certifications under this policy in the period required or as requested.
5. Within eight (8) calendar days of an apparent long-term illness, the employee must request a Certificate of Disability Form from the Division of Human Resources. This form must be completed and returned to the Division of Human Resources at least two weeks prior to the end of the LTD Qualification Period for an employee to be placed on long-term disability as of the thirty-first (31) continuous calendar day of the personal illness or injury, which prevents the employee from working.
6. Failure to complete the Certificate of Disability prior to the end of the thirty (30) continuous calendar days of personal illness or injury, which prevents the employee from working, will result in loss of pay for each day thereafter until the form is completed, returned to and reviewed by the Division of Human Resources.
7. The Township reserves the right to request a second medical opinion, at the Township's own expense, to confirm what is represented in the Certificate of Disability.

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EXHIBIT C POLICY DIRECTIVE COMPENSATORY TIME

The following guidelines are to be utilized in the administration of compensatory time:

1. Overtime/compensatory time should be kept to a minimum. All overtime shall be authorized by a supervisor in charge of the work and reviewed on a weekly basis by the department head in charge.
2. In most situations, Overtime should be compensated for by pay at the applicable rate. Compensated time may be allowed in lieu of overtime pay when: it is mutually agreeable to the employer and employee. (FLSA regulated).
3. Compensatory time must be taken with approval of the Department Head or his designated representative so as not to interfere with department operations.
4. Compensatory time must be used within reasonable limits. An employee will be allowed to accumulate up to a maximum of one week of compensatory time. Beyond that week period, compensatory time must be utilized within a month period after it is earned. (It is encouraged that most compensatory time be taken within the month period after it is earned.)
5. All overtime and compensatory hours should be recorded by the Department and sent with the regular weekly payroll sheets to personnel for record keeping purposes.

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EXHIBIT D - WORKERS COMPENSATION POLICY

Definition: For the purpose of this section, the term "incident" refers to an employee being out of work for a full day. For this contract, the trigger date for an incident will be retroactive to January 1, 2003.

When an employee is injured in the line of duty, the following pay schedule shall apply:

First incident	<i>1 full lost workday or more - 100% of pay</i>
Second incident	<i>85% of pay</i>
<i>Third incident</i>	<i>70% of pay</i>

The employee will have the option to use his or her own sick time, up to seven (7) days, to avoid a lost time incident. If the employee goes without an incident for a period of two (2) years from their last incident they will move to the highest percentage rate of pay. For example, if an employee is currently at 70%, and they go two (2) years without an incident, than they will go to 100% pay.

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SECTION TWO AGREEMENT BY AND BETWEEN THE PISCATAWAY POLICE DISPATCHERS & AFSCME LOCAL 3274 AND THE TOWNSHIP OF PISCATAWAY

ARTICLE I. WORK SCHEDULE

The dispatchers of Piscataway Township Police Department in discussion with the Police Administration and Township Administration concerning the subject of our current schedule and "Per-diem" Dispatchers have reached the following agreements, which take effect January 15, 2011.

Piscataway Police Dispatchers will work a four and four (4 x 4) work schedule. The schedule will consist of four (4) days on duty and four (4) days off duty.

The dispatcher's regular workday will consist of eleven (11) hours, which include a one (1) hour unpaid meal-break. The schedule will be a steady shift with no rotation.

The work schedule will consist of the two shifts (Days & Nights) with staggered starting/completion times in order to ensure dispatcher coverage twenty-four (24) hours a day. The starting and completion time are shown in this Article.

No dispatcher will be on duty for a period in excess of sixteen (16) duty hours, notwithstanding a declared emergency.

Day Shift 1	0600 to 1700	4x4	11 hours	1 hr unpaid meal break	A/B Squad
Day Shift 2	0700 to 1500	M-F	8 hours	1 hr unpaid meal break	A/B Squad
Day Shift 3	0800 to 1900	4x4	11 hours	1 hr unpaid meal break	A/B Squad
Night Shift 4	1500 to 0200	4x4	11 hours	1 hr unpaid meal break	C/D Squad
Night Shift 5	1900 to 0600	4x4	11 hours	1 hr unpaid meal break	C/D Squad

ARTICLE II. SCHEDULE STRENGTH REQUIREMENTS

All Piscataway Police Dispatchers acknowledge that the Administration has the management right to re-assign a night dispatcher to fill in a day shift dispatcher vacancy due to regularly schedule vacations or long-term disabilities. Replacements will be assigned via seniority.

- A. Day Shift will staff a minimum of two (2) and maximum of three (3) from 0800-1900. Night Shift will staff a Minimum of two (2) from 1900-0000. All full time dispatchers are considered part of shift strength.
- B. Per-Diems

The total number of per-diems will not exceed six (6). A testing procedure will be implemented with minimum scores in reference to hiring. The training policy will be set at a minimum of 40 hours and training sessions will not exceed four (4) hour

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increments. All training will be completed within 6 weeks of date of hire. Permanency will be considered after completion of training. Failure by per-diems to maintain certification or inactivity in reference to call out will be grounds for termination.

C. **DUI Details**

DUI details will include the hiring of a fulltime dispatcher specific to that detail and will be compensated through the grants.

D. Effective January 15, 2011, Piscataway Township Full Time Police Dispatchers at this time are relinquishing their right of first refusal in reference to overtime. The per-diems will be contacted first, followed by full time staff based on seniority to fill available shifts. The call out will be completed with an established seniority call out list which will be maintained in the Watch Commanders Office for per-diems and full time staff.

ARTICLE III. RECORD KEEPING

Under the 4 x 4 dispatcher work schedule, day shift and afternoon shift watch commands will be responsible for the keeping and reporting of all time for the respective dispatchers.

For example, both watch commanders on "A" and "B" squads will be responsible for the time of the two-day shift dispatchers assigned to their respective platoon. The watch commanders of "C" and "D" squads will be responsible for the time of the two night dispatchers assigned to their respective platoon.

Those watch commanders will be responsible for keeping and reporting of all hours worked, compensatory time, vacation and sick time, overtime, and all personal days. The dispatchers will not owe the township pool time under the 4 & 4 schedule.

Those watch commanders will additionally cause the reporting of all of the above-mentioned time to be documented on their weekly squad time sheet. In those instances where a night dispatcher replaces a day dispatcher for vacation or long-term disability, the watch commander for whom that dispatcher works will be responsible for the reporting of said time.

ARTICLE IV. TRAINING

All training of dispatchers will be scheduled by the training officer, and coordinated with the watch commander to whom the dispatcher is assigned.

Every effort will be made to have the training occur during the dispatcher's tour of duty. If this cannot be accomplished, the dispatcher will be trained on their own time and compensated hour for hour in time off.

ARTICLE V. CLOTHING AND UNIFORM ALLOWANCE

The Township of Piscataway will provide up to \$250 per year reimbursement allowance to off set the cost of purchasing the following items: black socks, black shoes, white t-shirts, black belts, black pants. Employees are required to provide receipts. The Township of Piscataway shall provide reimburse twice per year, once in April and once in October. The Township of Piscataway shall supply each dispatcher three shirts (in the aggregate).

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ARTICLE VI. SENIORITY

Seniority will be based on the length of time the dispatcher has held that position. On those occasions where two dispatchers have the same hiring date, seniority will be based on the initial ranking during the applicants hiring process.

Where two or more dispatchers have the same hiring date, and one has pre-existent employment with Piscataway Township, he/she will have seniority over the other.

ARTICLE VII. SHIFT BIDS

On or about October 1st of each year, dispatchers will place a bid for the desired shift that they wish to work for the following calendar year. Seniority will prevail as the determining factor for shift bids.

If the work schedule is altered, the dispatchers will be given an opportunity to bid for the desired shift based on the altered schedule.

ARTICLE VIII. SHIFT DIFFERENTIAL

Effective July 1, 2007, Police dispatchers shall receive:

Day	\$450.00
Afternoons	\$500.00
Midnights	\$550.00

ARTICLE IX. VACATIONS

Under the 4 & 4 dispatcher schedule each dispatcher's vacation time, as presently provided in their AFSCME contract will be converted to hours. In those instances where the hours calculate to a half of one percent (.5%) or higher, the hours will be rounded off to the highest number.

Vacations for dispatchers will be approved by seniority within each platoon. Example: The senior most dispatcher in the 1st platoon receives first choice for vacation. The dispatcher with the least seniority in the 1st platoon receives the last choice for vacation.

No more than one (1) dispatcher in each Squad will be allowed to be off at any one time with the exception of paid personal time. Time off will be approved based on seniority.

. All vacations for dispatchers will be approved by their respective watch commanders, who will then submit said vacation requests to the patrol division captain not later than April 1st of each calendar year.

ARTICLE X. SICK DAYS

As currently provided in the AFSCME contract, the number of sick days established for dispatchers will remain the same and will not be converted to hours. Employees hired after July 1, 2011 will be subject to the same number of sick days as provided in the AFSCME contract.

On those occasions where only a portion of a sick day is utilized, the sick time will be deducted on an hour for hour basis totaling no more than ten (10) hours per work day.

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ARTICLE XI. PERSONAL DAYS

As currently provided in the AFSCME contract, the number of paid personal days established for dispatchers shall be three (3), one of which is in lieu of the one half day allowed for Christmas Eve and New Year's Eve set forth in Section One, Article VIII A. for non-dispatch personnel, personal days will not be converted to hours.

ARTICLE XII. TIME OFF COMPENSATION

Each affected watch commander will be responsible for the scheduling of time off for their respective dispatchers. Said watch commanders will make every reasonable attempt to fulfill a dispatchers request for time off.

No more than one (1) dispatcher in each Squad will be allowed to be off at any one time with the exception of paid personal time. Time off will be approved based on seniority.

Any watch commander who grants time off to a dispatcher will cause notification to the other watch commanders in that platoon of said time off.

Said notifications will be effected in writing and will be appropriately addressed and placed in the squad drawers of the other watch commanders.

Time off for dispatchers will be allotted using the following order of priority:

1. VACATION DAYS
2. PERSONAL DAYS
3. COMP SICK DAYS
4. COMPENSATORY TIME

ARTICLE XIII. HOLIDAYS

All dispatchers will work on holidays when regularly scheduled to do so. All dispatchers will be compensated for fourteen (14) paid holidays at the rate of straight time. They will receive two checks for their holiday pay, one on the last Thursday in May, and the other the last Thursday in November of each year.

ARTICLE XIV. RULES AND REGULATIONS

All dispatchers will be governed by the Piscataway Township Police Department rules and regulations for civilian employees.

ARTICLE XV. MANAGEMENT

Management reserves the right to administer personnel as set forth in appropriate statutes of law.

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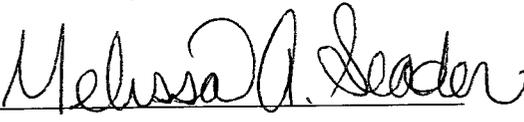
IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS THIS
16th DAY OF AUGUST, 2011

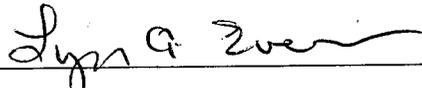
AFSCME LOCAL # 3274

By 
Henry Hinterstein, President



Brian C. Wahler, Mayor

Attest: 
Melissa Seader, Municipal Clerk



Lyn A. Evers, Administrator

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