

**Collective Bargaining Agreement**

**Between**

**Local Union No. 469  
(Clerical Workers)**

**And**

**The Township of Readington**

---

**January 1, 2007 – December 31, 2011**

---

**Prepared by:**

**FISHER & PHILLIPS LLP  
Corporate Park III  
580 Howard Avenue  
Somerset, New Jersey 08873  
(732) 560-7199  
Attorneys for Readington Township**

## TABLE OF CONTENTS

|            |   |         |
|------------|---|---------|
|            | PREAMBLE.....                           | PAGE 1  |
| ARTICLE 1  | RECOGNITION.....                        | PAGE 1  |
| ARTICLE 2  | DUES CHECK OFF.....                     | PAGE 1  |
| ARTICLE 3  | UNION REPRESENTATION.....               | PAGE 2  |
| ARTICLE 4  | MANAGEMENT RIGHTS.....                  | PAGE 4  |
| ARTICLE 5  | NO STRIKE NO LOCKOUT.....               | PAGE 5  |
| ARTICLE 6  | DISCIPLINE AND DISCHARGE.....           | PAGE 5  |
| ARTICLE 7  | SENIORITY.....                          | PAGE 6  |
| ARTICLE 8  | PROBATIONARY EMPLOYEES.....             | PAGE 7  |
| ARTICLE 9  | PROMOTION.....                          | PAGE 7  |
| ARTICLE 10 | HOURS OF WORK.....                      | PAGE 8  |
| ARTICLE 11 | OVERTIME.....                           | PAGE 8  |
| ARTICLE 12 | BULLETIN BOARD.....                     | PAGE 9  |
| ARTICLE 13 | HOLIDAYS.....                           | PAGE 9  |
| ARTICLE 14 | VACATIONS.....                          | PAGE 10 |
| ARTICLE 15 | HEALTH INSURANCE.....                   | PAGE 12 |
| ARTICLE 16 | FUNERAL LEAVE.....                      | PAGE 13 |
| ARTICLE 17 | NON-DISCRIMINATION.....                 | PAGE 14 |
| ARTICLE 18 | JURY DUTY.....                          | PAGE 14 |
| ARTICLE 19 | GRIEVANCE AND ARBITRATION.....          | PAGE 14 |
| ARTICLE 20 | SAFETY.....                             | PAGE 16 |
| ARTICLE 21 | LIE DETECTOR TEST.....                  | PAGE 16 |
| ARTICLE 22 | JOB DESCRIPTION SHEETS.....             | PAGE 17 |
| ARTICLE 23 | MILITARY LEAVE.....                     | PAGE 17 |
| ARTICLE 24 | COMPENSATION CLAIMS.....                | PAGE 17 |
| ARTICLE 25 | LAYOFF AND RECALL.....                  | PAGE 18 |
| ARTICLE 26 | SUB-CONTRACTING.....                    | PAGE 18 |
| ARTICLE 27 | PERSONAL DAYS.....                      | PAGE 19 |
| ARTICLE 28 | SICK LEAVE.....                         | PAGE 19 |
| ARTICLE 29 | PAYDAY.....                             | PAGE 20 |
| ARTICLE 30 | MILEAGE.....                            | PAGE 20 |
| ARTICLE 31 | AGENCY SHOP.....                        | PAGE 21 |
| ARTICLE 32 | UNPAID LEAVE.....                       | PAGE 21 |
| ARTICLE 33 | SALARY.....                             | PAGE 21 |
| ARTICLE 34 | SAVINGS CLAUSE.....                     | PAGE 21 |
| ARTICLE 35 | LICENSING & EDUCATION COMPENSATION..... | PAGE 22 |
| ARTICLE 36 | DURATION OF AGREEMENT.....              | PAGE 22 |
| ARTICLE 37 | WEATHER-RELATED CLOSINGS.....           | PAGE 23 |
| SCHEDULE A | SALARY RANGES.....                      | PAGE 24 |
| SCHEDULE B | LONGEVITY.....                          | PAGE 25 |
|            | Signature Page.....                     | PAGE 26 |

## **PREAMBLE**

**THIS AGREEMENT**, made this \_\_\_th day of July, 2007, between the TOWNSHIP OF READINGTON (hereinafter called the “Employer”) and LOCAL UNION NO. 469 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (hereinafter called the “Union”);

**WHEREAS**, the parties have carried on collective negotiations for the purposes of developing a contract governing wages, hours of work, and other terms and conditions of employment;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Employees of the Employer recognized as being represented by the Union, as follows:

### **ARTICLE 1 - RECOGNITION**

The Employer hereby recognizes Local Union No. 469 affiliated with the International Brotherhood of Teamsters as the exclusive representative for the purpose of collective negotiations with respect to wages, hours of work and other terms and conditions of employment for all clerical employees employed by the Township of Readington (see attached list), but excluding all other employees including managerial executives, confidential employees, professional employees, police, craftsmen, and supervisors within the meaning of the act.

### **ARTICLE 2 - DUES CHECK OFF**

**Section 1.** The Employer agrees, for each of its employees covered by this Agreement who in writing authorizes the Employer to do so, that it will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for each such employee's membership in the Union. Deductions shall be made from each payroll

period in equal amounts and initiation fees shall be deducted in the same method as the dues immediately following the completion of the probationary period.

**Section 2.** The Union Dues deducted from an employee's pay will be transmitted to the Secretary Treasurer of Local Union 469 of the Union by check within ten (10) working days after the first period in which deductions are made, and within ten (10) working days after such deductions are made each month thereafter, and said dues deduction will be accompanied by a list showing the names of all employees for whom the deductions were made.

**Section 3.** The Union agrees to furnish written authorization in accordance with State statute, N.J.S.A. 52:14-15.9(e), from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State statute, as well as all other applicable provisions of law pertaining to dues check off.

**Section 4.** The amount of monthly Union membership dues will be set forth on the signed dues authorization card. Any change in the amount of dues will be evidenced by a new signed dues authorization card from the employees. The Union agrees to give the Employer two weeks advance written notice of any change in membership dues.

**Section 5.** The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, losses or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

### **ARTICLE 3 - UNION REPRESENTATION**

**Section 1.** Upon notification to and approval by the appropriate supervisor, the privilege of the steward to leave his work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable, will be devoted solely to attendance at meetings conducted pursuant to Article XIX, Grievance and Arbitration, or any such informal meetings with a supervisor or the Administrator/Clerk regarding an incident that could lead to discipline, and will not unduly interfere with the normal working operations of the Employer.

**Section 2.** The Employer recognizes the right of the Union to designate job stewards and alternates. The Employer shall not be required to recognize any employee as a job steward unless the Union has informed the Employer, in writing, of the employee's designation as a job steward. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this agreement;
2. The collection of dues when authorized by appropriate local Union action;
3. The transmission of such messages and information which originate with, and are authorized by the local Union or its officers, provided such messages and information:
  - a. have been reduced to writing, or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts provided the Union takes all reasonable affirmative action to prevent and/or to stop any unauthorized acts.

The Employer in so recognizing such limitations shall have the authority to impose discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppages in violation of this Agreement.

Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing weekly overtime.

**Section 3.** A duly authorized representative of the Union designated in writing, after notice to and with the consent of the Township Administrator/Clerk or his/her

designee in charge, during reasonable business hours, shall be admitted to the premises for the purpose of assisting in contract administration with prior notification to the Administrator/Clerk or his or her designee.

**Section 4.** The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges. The Employer will notify the Union in writing prior to a layoff.

The Employer will provide the Union with an updated list of covered employees showing name, address, classification, and Social Security number. The Employer will notify the Union of additions and deletions in the payroll of covered employees as they occur.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes that the management of all operations, the control of its properties and the maintenance of order and efficiency is vested in the Employer, except as limited or modified by this Agreement, and except as so modified or otherwise provided by this Agreement, these management rights shall include, but shall not be limited to, the right to:

- a) Select and direct the working forces.
- b) Hire, suspend, discharge, or take other appropriate disciplinary action against an employee for just cause.
- c) Assign, promote, transfer or lay off employees.
- d) Determine methods and schedules of work.
- e) Determine the scheduling of over-time to be worked.
- f) Decide the number and location of its facilities.
- g) Determine the maintenance and repair work to be performed.
- h) Determine the amount of supervision required.
- i) Determine the equipment to be purchased and utilized.
- j) Purchase the services of others by contract or otherwise, except as this right may be otherwise specifically limited to this Agreement.

- k) Make reasonable and binding rules and regulations which shall not be inconsistent or contrary to this Agreement.

## **ARTICLE 5 - NO STRIKE NO LOCKOUT**

**Section 1.** It is recognized that the need for continued and uninterrupted operation of the Employer's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation. It is further recognized that applicable law prohibits strikes, slowdowns, job actions, mass resignations, sick-outs or other similar actions.

**Section 2.** Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree for the term of this Agreement that there will not be, and that the Union, its officers, members, agents or principals will not engage in, or sanction strikes, slowdowns, job actions, mass resignations, sick-outs or other similar action which would involve suspension of or interference with normal work performance.

**Section 3.** The Employer shall have the right to discipline any employee causing a strike, slowdown or other such interference.

**Section 4.** In consideration of the foregoing, the Employer agrees not to lock-out or cause to be locked out, any employee covered under this provision of this Agreement.

## **ARTICLE 6 - DISCIPLINE AND DISCHARGE**

**Section 1.** The parties agree that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee covered by this Agreement, regardless of seniority, for just cause. Notice of discharge or suspension shall be served upon the Union at the same time it is served upon the employee involved.

**Section 2.** In the event that an employee feels that he has been discharged or suspended unjustly, said employee or the Union shall have the right to file a grievance, which must be in writing, with the Employer within five (5) working days from the time

of discharge or suspension. If no grievance is filed within the time period specified, then said discharge or suspension shall be deemed to be absolute unless such time period is expended by mutual agreement of the parties.

**Section 3.** Except in cases of alleged major offenses, an employee covered hereunder shall receive one prior written “first warning” notice of offense before suspension or discharge is imposed as a form of discipline. Written warning notices shall be null and void after twelve months if no additional violations of rules have occurred.

### **ARTICLE 7 - SENIORITY**

Seniority shall mean a total of all periods of employment within classification covered by this Agreement.

An employee shall lose seniority rights only for one of the following reasons:

- a) Voluntary resignation.
- b) Discharge for just cause.
- c) Failure to return to work within five (5) working days after being recalled, by registered or certified mail, unless such time is extended by mutual consent of the parties or unless due to actual illness or accident, in which event consideration will be given as to what extension, if any, will be granted to accept re-employment. (The Employer may require substantiating proof of illness or accident). The employee shall immediately notify the Employer of his intent to accept re-employment.
- d) Continuous layoff beyond recall period for employment outlined in this Agreement.
- e) Failure to report to work for a period of three (3) consecutive working days without notifying the employee's Department Head or the Administrator/Clerk or his or her designee.



## **ARTICLE 8 - PROBATIONARY EMPLOYEES**

New employees will be regarded as probationary for the first ninety (90) days of employment, during which time the Employer can reprimand or discharge without being challenged by the Union. There shall be no responsibility for re-employment of probationary employees if they are discharged during their probationary period. After successful completion of their probationary period, the new employee will be placed on the seniority list retroactive to the first day of work.

## **ARTICLE 9 - PROMOTION**

**Section 1.** The Employer agrees to give preference for promotion/advancement to the then current employees.

**Section 2.** If a newly created job or open job within the unit covered by this Agreement exists which represents a promotion or advancement for employees covered by this Agreement, such job will be posted on the bulletin board for eleven (11) working days. Such notice shall contain a description of the job and the rate of pay (minimum and maximum where applicable). Employees wishing to bid for said posted jobs shall sign their names to the notice.

**Section 3.** Following the above prescribed period, the Employer shall award the posted job to the most qualified senior employee who has signed the posting, with the basic requirements needed to perform the work in the new classification. If no employee has signed the posting, or if employees who have signed the posting do not possess the basic requirements needed to perform the work in the new classification, the Employer shall have the right to transfer for a period of up to ninety (90) days and/or to hire from the outside to fill such job. Final determination as to which employee, if any, will be awarded the posted job shall be made by the Employer subject to the grievance and arbitration provisions of this Agreement.

**Section 4.** A successful bidder shall receive a trial period of ninety (90) days on his new assignment. During the trial period, the successful bidder shall be compensated by a

rate increase equal to one half the difference between his/her old rate and the rate of the next higher classification for which he/she has bid. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements within the trial period. If the employee is unable to perform the new assignment, he/she shall be returned to his/her former classification and shall assume seniority and pay as though he/she had never left his/her old classification. If an employee fails to satisfy the job requirements, he/she shall be precluded from bidding or promotion for a period of one year from the date of the last trial period, unless such restriction is relaxed by mutual consent of the parties.

### **ARTICLE 10 - HOURS OF WORK**

**Section 1.** The normal hours of work shall be from 8:30 a.m. to 4:30 p.m. The regular workweek shall be thirty-five (35) hours per week, seven (7) hours per day, five (5) consecutive days per week, Monday through Friday. The normal work hours for the Deputy Court Administrator may exceed thirty-five (35) hours per week based on attendance at night sessions of the Municipal Court.

**Section 2.** Each employee shall be allowed a one hour unpaid lunch period each work day, and one fifteen minute paid coffee break during each four (4) hour work period during the regular work day.

**Section 3.** The parties recognize that the Township may, in order to serve the needs of the Township residents, and at its sole discretion, require certain employees to start and finish work at other than the normal times set force in Section 1 of this Article.

### **ARTICLE 11 - OVERTIME**

**Section 1.** The Union recognizes the Employer's need for and right to require reasonable amounts of overtime.

**Section 2.** The schedule for working such overtime will be established by the Employer.

**Section 3.** Employees will receive one (1) comp time hour (or a fraction thereof) for each authorized hour (or fraction thereof) actually worked in excess of thirty-five (35) hours in the work week. Employees will receive an additional one-half (0.5) comp time hour (or a fraction thereof) for each authorized hour (or fraction thereof) actually worked in excess of (40) hours of work in the work week.

**Section 4.** Employees who are required to work overtime due to after-hours meetings, emergency call-ins and special projects authorized by the Administrator shall be given the option of receiving comp time or paid compensation at their regular rate (for hours over 35) or one and one half time their regular rate (for hours over 40).

**Section 5.** No overtime shall be worked or compensated for unless first authorized by the supervisor in charge.

**Section 6.** All employees shall make every effort to work emergency overtime when requested, unless excused by the Employer.

## **ARTICLE 12 - BULLETIN BOARD**

The Union shall have the use of a bulletin board on the Employer's premises for posting of notices relating to Union meetings, official business, and social functions only. No defamatory or malicious writing of any nature whatsoever shall be placed on the Union bulletin board, and the Union agrees to remove any such defamatory or malicious writings which may be posted.

## **ARTICLE 13 - HOLIDAYS**

**Section 1.** The following days are designated as holidays for all employees covered by this agreement.

New Years Day  
General Election Day  
Martin Luther King's Birthday  
Columbus Day  
Lincoln's Birthday  
Washington's Birthday

Good Friday  
Memorial Day  
July 4th  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Afternoon of December 24th  
Christmas Day  
Afternoon of December 31st

The afternoon of December 24th and December 31st shall not be given as a paid ½ day holiday when they fall on either Saturday or Sunday.

**Section 2.** Employees are entitled to one additional floating holiday for the observance of religious holidays. Employees who wish to take a floating holiday must provide a one-week notice to their individual Department Head.

**Section 3.** Any holiday which falls on a Saturday shall be celebrated the preceding Friday and any holiday which falls on Sunday shall be celebrated on the following Monday.

## ARTICLE 14 - VACATIONS

**Section 1.** Employees will be authorized annual vacation allowance with pay on the following basis:

- A. After completion of six (6) months continuous employment - 1 week.
- B. During the following calendar year - 2 weeks.
- C. One day vacation added after the completion of the fifth (5th) year of employment and another added after the completion of each year thereafter, up to a total of three (3) weeks by the tenth (10th) year of employment.
- D. Service of ten to fifteen years - 3 weeks.
- E. Service of over fifteen years - 4 weeks.

**Section 2.** Vacation must be completed within the calendar year and may not be carried except by permission of the Township Committee. Days carried over must be used by March 31st of the following year.

**Section 3.** Employees may receive vacation pay on the day prior to their vacation period provided the Township Clerk is notified at least two weeks prior to the date payment is desired.

**Section 4.** A holiday occurring during an employee's tentative vacation period entitles the employee to receive an extra day in extension of the vacation or at another time with the department head's approval.

**Section 5.** Prior to April 1, the department head shall file the vacation schedule of his/her employees with the Township Clerk. In the event of a conflict, seniority shall take precedence. In the event of a conflict of vacation dates of key employees in one or more departments, if it cannot be satisfactorily resolved, the Township Committee may request a review of the schedule for the department(s) affected and its decision shall be final.

**Section 6.** Employees are urged to take vacations in periods of one (1) week and not more than two (2) weeks. Under unusual circumstances, with the recommendation of the department head, the Township Committee shall authorize vacation periods of more than two (2) concurrent weeks.

**Section 7.** An employee that retires and who has been employed by the Township of Readington for 20 years of continuous service shall be paid for the full annual vacation allowance for the calendar year in which they retire less those vacation days already used in that year.

**Section 8.** Others employees who leave the services of the municipality may be eligible to receive payment for a prorated portion of their unused annual vacation allowance. This amount will be calculated based on the portion of the year actually

worked less any vacation days already used in that year. For example, an employee with 11 years of service is authorized three weeks of annual vacation allowance. If the employee resigns employment on April 30 after having worked a third of the calendar year, he or she would receive payment for one week of vacation (or one third of the annual three weeks vacation allowance) less any vacation days already used in that year.

## **ARTICLE 15 - HEALTH INSURANCE**

**Section 1.** The Employer agrees to continue all insurance currently in effect upon the signing of this Agreement for all employees and their dependents, at the same levels of coverage enjoyed prior to this Agreement. The programs shall consist of Hospital, Medical, Surgical, and Dental coverage.

**Section 2.** A prescription drug plan will be provided under the existing State Health Benefits Plan, which currently provides for a three dollar (\$3.00) co-pay for generic drugs, a ten dollar (\$10.00) co-pay for name brands, a five dollar (\$5.00) co-pay for generic mail-ins, and a fifteen dollar (\$15.00) co-pay for name brand mail-ins. The co-pay amounts are subject to change in accordance to changes made under the State Health Benefits Plan.

**Section 3.** Any employee that retires at the age of sixty or thereafter and who has been employed by the Township of Readington for Ten years or more (continuous years) will be permitted to purchase their health benefits from the then contracted insurance companies under the Employer's group rate if said insurance company is agreeable. The retiree will reimburse Readington Township monthly for his/her assessment.

Any employee who retires with 25 years service in Public Employees' Retirement System and their spouses, and those eligible under disability retirement, will be eligible to receive health benefits and Medicare charges under the provisions of Chapter 88, Public Laws of 1974, as amended by Chapter 436, P.L. 1981, at the expense of the

Township as approved by the Township Committee on June 11, 1988 and amended September 3, 1991.

Any Employee who retires with Twenty-five (25) years of service in the Public Employee's Retirement System and their spouses, and those eligible under disability retirement, will be eligible to receive dental and prescription coverage under the provisions of Chapter 88, Public Laws of 1974, as amended by Chapter 436, P.L. 1981, at the expense of the Township as approved by the Township Committee on June 11, 1988 and amended September 3, 1991.

**Section 4.** In addition to the present health care insurance coverage, the Employer will join the Temporary Disability State Benefits Plan, the costs of which will be borne equally by the Employer and the Employee.

#### **ARTICLE 16 - FUNERAL LEAVE**

**Section 1.** The Employer agrees to grant an employee a three (3) day funeral leave with full pay when a death occurs in the employee's immediate family. An extension with pay may be granted upon request to the Township Committee.

**Section 2.** The employee's immediate family is considered to include: spouse, children, brother, sister, parents, parents-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

**Section 3.** For relatives outside the immediate family, which include: uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, one (1) day will be granted for funeral leave. An extension with pay may be granted upon request to the Township Committee. This provision also applies for any other relative which resides with the employee.

**Section 4.** Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral.

**Section 5.** A two (2) day extension without pay for the death of an immediate family member and a one (1) day extension without pay for the death of a relative outside

the immediate family may be granted upon request and the approval of the employee's supervisor and the Township Administrator. The employee may, at his or her option, apply accumulated, but unused personal time or accumulated, but unused comp time to an approved unpaid extension.

#### **ARTICLE 17 - NON-DISCRIMINATION**

**Section 1.** There shall be no discrimination or interference by the Employer or any of its agents against the employees represented by the Union because of any membership or activity in the Union. The Union or any of its members or agents shall not intimidate employees into membership.

**Section 2.** The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, color, national origin, age, sex, handicap, ancestry, religion, marital status, sexual orientation, affectional preference, political affiliation, or liability for service in the armed forces of the United States.

#### **ARTICLE 18 - JURY DUTY**

An Employee summoned for jury duty shall receive his or her regular pay from the Employer without interruption or deduction for such period provided such employee provides his or her Department Head satisfactory proof of jury service. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible.

#### **ARTICLE 19 - GRIEVANCE AND ARBITRATION**

**Section 1.** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment.



**Section 2.** Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration provided the adjustment is not inconsistent with the terms of this Agreement, and that the Union has been given the opportunity to be present at such adjustment and to state its views.

**Section 3.** Any grievance arising between the Employer and the Union or any employee (s) represented by the Union shall be settled in the following manner:

STEP 1. The aggrieved employee or employees must present the grievance to the Department Head through the shop steward within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the first line supervisor within three (3) working days, the grievance may be appealed to Step 2. Grievances arising from the discharge of an employee may be initiated at Step 2.

STEP 2. The union business representative shall then take the matter up with a representative of the employer with authority to act upon such grievance. A decision must be made within five (5) working days.

STEP 3. If no satisfactory settlement can be agreed upon, the matter may be referred in writing, within twenty (20) calendar days from the receipt of a decision at Step 2, to the New Jersey State Mediation Service for arbitration. After the New Jersey State Mediation Services submits a list of arbitrators to the Union and the Employer, they shall reply with their preferred selection within the time limits set forth by the New Jersey State Mediation Service.

**Section 4.** The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.

**Section 5.** A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved.

**Section 6.** The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union. The Union, or its authorized representative, shall have the right to examine the time sheets and other records pertaining to the computation of compensation of any individuals whose pay is in dispute or records pertaining to a specific grievance.

**Section 7.** Failure at any step of this procedure to appeal a grievance to the next step within this specified time limits shall be deemed to be an abandonment of such grievance and the decision rendered therein shall stand for the particular grievance.

**Section 8.** It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments, instructions and applicable rules and regulations of the Township of Readington, or its designee, until such grievance and any effect thereof shall have been fully determined.

**Section 9.** Failure at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit the aggrieved to proceed to the next step. However, a failure to render a decision shall not be considered as an acquiescence to the grievance.

## **ARTICLE 20 - SAFETY**

**Section 1.** Upon discovering an unsafe or hazardous condition, employees will immediately notify their Department Head in writing. The Department Head will determine and advise how the work can be done safely.

**Section 2.** The Department Head shall not direct any employee to work under unsafe or hazardous conditions.

## **ARTICLE 21 - LIE DETECTOR TEST**

The Employer shall not require, request or suggest that any employee or applicant for employment take a polygraph or any other form of lie detector tests.

## **ARTICLE 22 - JOB DESCRIPTION SHEETS**

**Section 1.** The Employer will prepare and make available to the Union Job Description Sheets defining the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement.

**Section 2.** At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a job description for the purpose of negotiating a rate of pay. The Union may recommend changes in the job description, but the Employer is in no way obligated to accept these recommendations. The Union, however, retains the right to negotiate a rate of pay for the new classification.

## **ARTICLE 23 - MILITARY LEAVE**

The Township agrees to abide by all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act.

## **ARTICLE 24 - COMPENSATION CLAIMS**

The Employer agrees to cooperate towards the prompt settlement of employee on the job injury claims when such claims are due and owing as required by law. The Employer shall provide Workers Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job and is required to lose time from work that day because of such injury, the employer shall pay such employee his/her day's pay for that portion thereof lost because of such injury. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Workers Compensation Doctor to receive additional medical treatment during his/her regular scheduled working hours shall receive his/her regular rate of pay for such time.

## **ARTICLE 25 - LAYOFF AND RECALL**

The Employer may reduce the working force due to lack of work, lack of money, or other good reason. In such event, the following procedures shall apply:

**Section 1.** Employees shall be laid off in order of least total employment seniority as long as the senior individuals are qualified to perform the duties of the least senior individual being displaced.

**Section 2.** Notice of such layoffs shall be given at least thirty (30) calendar days before the scheduled layoff, except in the event of financial hardship.

**Section 3.** A laid off employee shall be given preference for reemployment within the department from which the employee was laid off for a period of two years from the date of layoff.

**Section 4.** The Employer shall rehire laid off employees in the order of greatest employment seniority, provided that the employees are then qualified. Under no circumstances whatsoever shall the Employer hire from the open labor market while an employee has an unexpired term of preference for re-employment who is ready, willing and able to be re-employed as provided under the provisions of this article, provided any such employee possesses the requisite certifications and has satisfied any other legal requirement for an open position.

**Section 5.** Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

## **ARTICLE 26 - SUB-CONTRACTING**

The Employer may subcontract work under the following conditions:

1. No employees are on layoff with unexpired recall rights.
2. Employees shall not be laid off as a direct result of any subcontracting while the contractors are performing work.

3. The subcontracting of work shall not be used to avoid the terms and conditions of this contract. This provision shall not, however, restrict the right of the Employer in the operation of its facilities.

### **ARTICLE 27 - PERSONAL DAYS**

**Section 1.** After three (3) months of employment, all full-time employees shall receive one (1) personal day of absence. After six (6) months of employment, employees shall receive two (2) additional personal days. Personal days cannot be accumulated (i.e., carried from year to year). Personal days will be prorated according to date of employment.

**Section 2.** Employees must give at least twenty-four hours advance notice as to which days will be taken as personal days, except in extraordinary circumstances.

**Section 3.** When an employee leaves the service of the municipality, the number of personal days credited in the final calendar year shall be prorated based on the portion of the year worked and adjusted in the final paycheck.

### **ARTICLE 28 - SICK LEAVE**

**Section 1.** All full-time covered employees shall receive sick pay for twelve (12) working days for each full year worked, cumulative to ninety (90) days. Any new full-time employee having worked six (6) months but less than a full year shall receive an allowance of six (6) paid sick days.

**Section 2.** Any day or days taken off for other than work-related illness or injury will be deducted from the cumulative leave. Special consideration may be applied for by application to the Township Administrator/Clerk who shall then make written report and recommendation to the Township Committee for any prolonged illness.

**Section 3.** The date on which an employee is appointed and starts work for the Employer (even though probationary) shall govern in determining sick leave benefits.

**Section 4.** At time of retirement, accumulated sick leave may be converted to a cash payment at a rate of not more than 50% of the employee's current daily salary. For the purposes of this section, the number of sick days credited during an employee's final calendar year of employment shall be pro-rated based on the portion of the year worked.

**Section 5.** Sick leave may be used by an employee for personal illness or illness in his/her immediate family such as quarantine, pregnancy or disabling injuries. For the purpose of this paragraph, immediate family shall mean spouse, child, parent, adopted child, or a relative or dependent living under the same roof.

**Section 6.** In any one year an employee who does not use his twelve (12) sick days during that year may request to be paid for the balance of the first six (6) unused sick days at straight time rates, payment to be made at the end of the fiscal year as a separate check.

**Section 7.** Compensable illness or injury: Employees will be paid the difference between compensation payment and full salary.

#### **ARTICLE 29 - PAY DAY**

Employees will be paid by check or electronic funds transfer every other Friday or twenty-six (26) paydays per year. Employees will be paid during working hours. When payday falls on a holiday, the preceding day will be payday.

#### **ARTICLE 30 - MILEAGE**

The Employer shall pay mileage at the rate of 25 cents per mile, computed from the point of origin to the point of destination, for an employee's use of the employee's private vehicle for official Township duties.

## **ARTICLE 31 - AGENCY SHOP**

The Employer will respect the Union's rights under the provision of N.J.S.A. 34:13A-1 to receive payment of fees from non-union employees who are under this Collective Bargaining Agreement.

## **ARTICLE 32 - UNPAID LEAVE**

**Section 1.** A leave of absence without pay (unpaid leave) may be requested by an employee who shall submit all facts bearing on the request in writing to the Department Head or the Administrator/Clerk or his or her designee and the Township Administrator/Clerk. The Department Head or Administrator/Clerk will make recommendations in writing to the Township Committee, which will consider the request and grant or reject the requested leave of absence.

**Section 2.** An employee absent for more than three (3) days without notice to his/her Department Head without sufficient reason, may be considered to have resigned without notice and no longer in the employ of the Employer.

**Section 3.** All unauthorized and unreported absences shall be considered absent without leave and deduction of pay shall be made for such absence.

## **ARTICLE 33 - SALARY**

**Section 1.** The annual base salary for employees covered by this Agreement is set forth in Schedule A, which is attached hereto and made a part of this Agreement.

## **ARTICLE 34 - SAVINGS CLAUSE**

**Section 1.** It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to the persons or circumstances shall not be affected thereby.

**Section 2.** If any such provisions are invalid, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

### **ARTICLE 35 - LICENSING & EDUCATIONAL COMPENSATION**

**Section 1.** If funds are available and with the approval of the Department Head and Township Administrator/Clerk, approval for payment of job-related short courses and seminars leading to certification and continuing education credits for certification may be authorized.

**Section 2.** Employees who achieve job-related certifications and degrees based on a course of study with a formal examination process not held heretofore, may receive a stipend or pay increase based on the merits of the performance and value of the certification or degree to the municipality. The Township Committee shall decide the value on a case by case basis.

**Section 3.** Employees taking courses during hours other than normal working hours shall not be paid for the hours of course attendance, unless the course is necessary for the maintenance of a license or certification which is essential to the employee's job.

### **ARTICLE 36 - DURATION OF AGREEMENT**

The provisions of this Agreement shall become effective as of January 1, 2007 and shall continue in full force and effect until December 31, 2011 both dates inclusive. The provisions of this Agreement shall be applicable only to those employees in the employ of the Employer on the date this contract is executed,

Unless one party hereto gives notice to the other party in writing at least sixty (60) days prior to December 31, 2011, this Agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives the other party a written notice of its intent to terminate, modify or amend said Agreement at least sixty (60) days prior to any anniversary of the original expiration date.



## **ARTICLE 37 – WEATHER-RELATED CLOSINGS**

During ice storms, snow storms, electric blackouts, hurricanes and other natural disasters and emergencies, it will be expected that weather essential employees will continue municipal operations. Non-weather essential employees may choose not to report to work as previously scheduled or choose to leave work early. However, for the period not worked, the employee must choose to charge those hours to a category of authorized leave such as vacation time, comp time, personal leave or unpaid leave.

The Administrator, after consultation with the Mayor, may declare the Municipal Offices closed. Such time off is with pay and is applicable only to those employees working at the time the decision is made. The Administrator will advise the union shop steward immediately when a decision to close the Municipal Offices has been made.

**SCHEDULE A**

| Title                                     | 2007<br>Salary Range<br>3.75% |          | 2008<br>Salary Range<br>3.75% |          | 2009<br>Salary Range<br>3.75% |          | 2010<br>Salary Range<br>3.75% |          | 2011<br>Salary Range<br>3.75% |          |
|---|-------------------------------|----------|-------------------------------|----------|-------------------------------|----------|-------------------------------|----------|-------------------------------|----------|
|   | Low                           | High     | Low                           | High     | Low                           | High     | Low                           | High     | Low                           | High     |
| Clerk/Transcriber                         | \$28,618                      | \$35,169 | \$29,692                      | \$36,488 | \$30,805                      | \$37,856 | \$31,960                      | \$39,276 | \$33,159                      | \$40,749 |
| Office Assistant (1)                      | \$25,894                      | \$31,453 | \$26,865                      | \$32,632 | \$27,872                      | \$33,856 | \$28,918                      | \$35,126 | \$30,002                      | \$36,443 |
| Deputy Tax Collector<br>(40 hrs/wk)       | \$37,789                      | \$53,752 | \$39,206                      | \$55,768 | \$40,676                      | \$57,859 | \$42,202                      | \$60,029 | \$43,784                      | \$62,280 |
| Accounts Payable Clerk                    | \$32,390                      | \$42,479 | \$33,604                      | \$44,072 | \$34,864                      | \$45,725 | \$36,172                      | \$47,440 | \$37,528                      | \$49,219 |
| Administrative Assistant,<br>Tax Assessor | \$34,073                      | \$41,792 | \$35,350                      | \$43,359 | \$36,676                      | \$44,985 | \$38,051                      | \$46,672 | \$39,478                      | \$48,422 |
| Technical Assistant                       | \$37,789                      | \$45,871 | \$39,206                      | \$47,591 | \$40,676                      | \$49,376 | \$42,202                      | \$51,227 | \$43,784                      | \$53,148 |
| Deputy Court<br>Administrator (2) *       | \$33,902                      | \$42,226 | \$35,174                      | \$43,810 | \$36,493                      | \$45,453 | \$37,861                      | \$47,157 | \$39,281                      | \$48,925 |
| Financial Secretary                       | \$37,049                      | \$42,751 | \$38,438                      | \$44,354 | \$39,880                      | \$46,018 | \$41,375                      | \$47,743 | \$42,927                      | \$49,534 |
| Floater                                   | \$31,755                      | \$37,406 | \$32,946                      | \$38,809 | \$34,181                      | \$40,264 | \$35,463                      | \$41,774 | \$36,793                      | \$43,341 |

\* Salary Includes negotiated Compensation of \$2,000 for hours worked over 35 per week for attendance at Municipal Court.

## **SCHEDULE B – LONGEVITY**

All Covered employees shall upon completion of five (5) years continuous employment service receive a salary and wage stability increase computed at the rate of two percent (2%) of such employee's base pay. Thereafter, such employee shall receive an annual salary of wage stability increases computed as follows:

After completion of five (5) years – 2% of base pay.

After completion of ten (10) years – 4% of base pay.

After completion of fifteen (15) years – 6% of base pay.

All salary and wage stability increases will be included in such employee's wages in the months of January and July.

**TOWNSHIP OF READINGTON**

**LOCAL NO. 469**

By: \_\_\_\_\_  
MAYOR

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
Vita Mekovetz  
Township Clerk

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_