

COLLECTIVE BARGAINING AGREEMENT
PUBLIC WORKS SUPERVISORS
TOWNSHIP OF PISCATAWAY
AND
TOWNSHIP OF PISCATAWAY
FOR THE PERIOD
JULY 1, 2009 THROUGH December 31, 2014

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The following shall constitute the fully bargained provisions of a Collective Bargaining agreement between the Township of Piscataway and that group of Township employees commonly know as the Public Works Supervisors of the Public Works Department. It is intended that this agreement shall provide a basis for mutual understanding between the Township and the Public Works Supervisors, and the terms of this agreement shall extend from, 1 July 2009 through December 31, 2014.

ARTICLE I. RECOGNITION

The Township recognizes, for collective bargaining purpose, American Federation of State, County and Municipal Employees Council 73. The unit recognized shall be described as follows:

Included: All public works supervisors in the following titles – Superintendent and Foreman – employed by the Township of Piscataway

Excluded: Managerial executives, confidential employees, non-public works supervisors, non-supervisory employees, police and all other employed by the Township of Piscataway

It is understood that representation by AFSCME shall be subject to mandates and requirements of law and decisions by the Public Employment Relations Commission.

ARTICLE II. 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;
4. Determine the methods, means and personnel by which Township operations are conducted;

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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 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 from 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.
- C. 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.
- D. 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 III. GRIEVANCE PROCEDURES

A. Purposes

1. The purpose of this procedure is to secure, at the lowest 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 federal administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not proceed beyond Step 3. Nothing herein contained shall prevent the employee or the Union from seeking appropriate administrative or judicial

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B. Definitions

1. A grievant is defined as any individual or entity which has been, is being, or may be affected by any issue, controversy, dispute or application as indicated in the definition of a grievance. The Union may initiate or file a grievance on behalf of an injured or unavailable Employee.
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. Steps of the Grievance Procedure

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

STEP ONE: DEPARTMENT HEAD

- a. An attempt shall first be made to settle the dispute between the employee, steward and supervisor. In the event no agreement is reached, the grievance shall be reduced to writing and submitted to the Department Head. An aggrieved employee shall institute action under the provisions hereof by filling a written grievance as defined in B.3 above, within five (5) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee, his steward, and his supervisor, for the purpose of resolving the matter informally. Failure to act on the part of the grievant within said five (5) working days shall be deemed

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to constitute an abandonment of the grievance.

- b. The Department Head shall render a decision within five (5) working days after the receipt of the grievance.

STEP TWO: ADMINISTRATION

- a. In the event the grievance has not been resolved at Step One, then within five (5) working days following the determination of the Department Head, the matter may be submitted to the Mayor or his/her designated representative.
- b. The Mayor and/or his/her designated representative shall review the matter and make a determination, within ten (10) working days from the receipt of the complaint.
- c. The Township may request that the grievant and steward be present during all meetings. Meetings will be normally scheduled after 3:30 PM, or at such time as may be agreed upon by both parties. A meeting called by management during working hours shall not result in a pay penalty for any attending employee.

STEP THREE: PUBLIC EMPLOYMENT RELATIONS COMMISSION

Should the aggrieved person be dissatisfied with the decision of the Township authorities, or if no decision is rendered in the prescribed time, the matter may be submitted to arbitration by the Association in the following manner:

1. A request for an arbitrator shall be made to the Public Employment Relations Commission or the New Jersey State Board of Mediation according to the rules and regulations of each respective agency. The parties agree to be bound by the procedures of the selected agency.
2. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance and any applicable Federal and State laws and cases. The arbitrator shall have no authority to add to, modify, detract from or alter in any way, the provisions of the Agreement.
3. The arbitrator's decision shall be set forth in writing with his reasons for the decision and be rendered within thirty (30) days after the formal date of the hearing, which decision shall be final and binding upon the parties.
4. The cost of the services of the arbitrator shall be borne equally between the Township and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

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The Shop Steward shall participate in the grievance procedure at Step One through Three.

ARTICLE IV. COMPENSATION AND FRINGE BENEFITS

A. Leave Time

All employees hired after January 6, 2006 shall only be entitled to pro rata accumulation of leave benefits 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.

B. Salary Increases

The schedule of wages for Public Works Supervisors for each year of the contract is contained in Exhibit A which is attached hereto and made apart hereof. The salary scale and plan have been designed as follows:

1. The entrance wage level for each position shall be established and become part of this Agreement. An employee who holds the title of Superintendent shall progress one-third (1/3) of the differential to the next highest rate so that he is at the top of his rate at the end of two (3) years of service in that position based on satisfactory job performance.
2. All current employees within the bargaining unit shall receive increases according to the following schedule:

July 1, 2009	December 31, 2010 – 0%
January 1, 2011	2.0%
January 1, 2012	2%
January 1, 2013	2%
January 1, 2014	2%

C. Holidays

The following holidays shall be recognized by the Township and shall be considered time off with pay:

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. Veterans Day
11. Election Day

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- 12. Thanksgiving Day
- 13. Day after Thanksgiving day
- 14. Christmas Day

D. Health Benefit Plan

1. The Township shall provide at to the employee a mutually agreeable health benefit package that includes hospitalization, medical, major medical, prescription, optical and dental insurance to all full-time employees who are members of the bargaining unit and their dependents.
2. 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.
3. Traditional insurance option is no longer available. The employee may chose from a PPO Enhanced or Blue Card Plan or a POS plan.
4. The unlimited PPO lifetime benefit is maintained.
5. The prescription co-pay shall be \$ \$5 for generic drugs and \$ \$25.00 for brand name.
6. The co-pay for PPO is \$15.00 per visit and POS is\$10.00 per visit.
7. The deductible for dental is seventy-five dollars (\$75.00) per person, with the maximum benefit per year of \$1,200 per person. The aggregate for dental deductibles per family shall not exceed \$225 per year.
8. Effective July 1, 2011, if an employee's spouse is employed by the Township, only one coverage will be provided.

E. 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:

	<i>FAMILY; HUSBAND &</i>	<i>PARENT & CHILD</i>
<i>Health</i>	\$ 2,250	\$ 1,500
<i>Dental</i>	\$ 450	\$ 300
<i>Prescription</i>	\$ 300	\$ 200
	\$ 3,000	\$ 2,000

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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 whether such notice is satisfactory.
3. The lump sum payment referred to in this Article shall be paid on the last pay day in December of each year. Any employee who chooses not to accept health insurance coverage, who leaves the 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. Otherwise such payments shall be made on the last pay day of the completed year.
4. 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.
5. The reimbursement provided herein shall not be considered wages or any other compensation for the purpose of calculating retirement benefits, seniority benefits, longevity benefits, or for any other purpose.
6. If an employee who chooses to accept the in lieu of payment wishes to enroll in the Township's health insurance coverage, he/she may do so by completing the required application forms. only during the carrier's scheduled open enrollment period. The employee will be required to complete the usual waiting period.

F. Health Benefit Plan - Disabled Employees

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. The criteria are:

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.

The parties acknowledge that the nature and extent of benefits and the terms and conditions of the Health Benefits Plan they have selected are subject to unilateral changes by the Health Benefits Plan Provider and/or by governmental regulation. The parties agree that in the Township, the Health Benefits Plan in its changed form shall be deemed to be the mutually agreed upon Health Benefits Plan for the remaining duration of the Agreements.

G. Annual Physical Examination

The Township will arrange for an annual physical examination to be provided for all members of the unit.

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The Township will provide Lyme disease testing once per year at the option of the employee and at no cost to the employee.

H. Personal Days

Permanent full-time employees will receive an allowance of two (2) personal days each calendar year. 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 days to be taken on New Year's Eve. All Personal Days must be used by December 31st of each calendar year. Any personal leave time not used by this date will be lost.

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.

I. Vacations

1. For all employees having from one (1) through five (5) years of employment with the Township, their vacation entitlement shall be eleven (11) days. For employees hired after June 1, 2011 the entitlement will be ten (10) days.
2. For all employees having from six (6) through ten (10) years of employment with the Township, their vacation entitlement shall be eighteen (18) days. For employees hired after June 1, 2011 the entitlement will be fifteen (15) days.
3. For all employees having from eleven (11) through fifteen (15) years of employment with the Township, their vacation entitlement shall be nineteen (19) days.
4. For all employees having from sixteen (16) through twenty-four (24) years of employment with the Township, their vacation entitlement shall be twenty-three (23).
5. For all employees having twenty-five (25) years and over of employment with the Township, their vacation entitlement shall be twenty-four (24) days.
6. Any vacation leave from the previous year that is not used by March 31st will be lost.
7. Division superintendents, the Superintendent of Operations, and Road Superintendent with over twenty (20) years service shall be entitled to five (5) additional vacation days per calendar year.
8. Foreman with over (20) years of service shall be entitled to one (1) additional day for each year of this contract (2002-2005 or 3 extra days) This shall not apply to employees hired after July 1, 2011.

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9. Supervisors shall be permitted to split up to three vacation days provided that the employee gives 48 hours advance notice to the Department Head.
10. 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.

J. Equipment Allowance

The personal equipment allowance schedule shall be \$553 per year.

K. Clothing Allowance

A clothing allowance will be available July 1 of each year. The employee will buy from the township vender. The following allowances shall apply: \$375.00 per year. Newly hired employees shall receive the full complement of clothing in their first year of employment with the Township.

L. Injury in the line of duty (Workers Compensation)

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 - 1 full lost workday or more	100% of pay
Second incident	85% of pay
Third incident	70% of pay

The employee will have the option to use their 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.

M. Death in the Family

1. Leave, with pay, not exceeding three (3) working days shall be granted to any employee in the event of death in his immediate family. Said leave may be extended in special cases. The term "immediate family" is intended to include the employee's spouse, child, parent, brother, sister, or grandparents; and, the child, parent, brother, sister or grandparents of his spouse, and all step relatives of similar degree. The Township may require proof of death.
2. 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. Said leave may be extended

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in special cases.

3. Leave must be taken during the time period of the funeral, wake and/or burial or for preparations leading up or immediately after the above.
4. Any postponement of leave due to extenuating circumstances will be considered on a case by case basis and shall not be evidential as a past practice.

ARTICLE V. PRODUCTIVITY CLAUSE

A. An important factor of productivity is attendance at work. In order to provide an incentive for maintaining productivity, a measure of performance will be utilized between January 1st and December 1st of each year. Employees who misuse available paid time off will be subject to the progressive discipline process, up to and including dismissal for habitual abuse of sick time.

Each occasion of unanticipated absence (which shall include absences where an employee requests that his pay be docked) or tardiness will accrue one point. For the purpose of determining productivity increment only, an occasion of unanticipated absence is any portion of a scheduled workday before 12:00 noon or the first full day of any period of personal illness or first day of any other absence not previously approved.

B. The schedule of productivity increments is:

1. Eight (8) hours productivity increment shall be paid for a point accumulation of less than seven (7) points for the year.
2. Six (6) hours productivity increments shall be paid for a point accumulation of seven (7) points for the year.
3. Four (4) hours productivity increment shall be paid for a point accumulation of eight (8) points for the year.
4. Effective July 1, 2011, new hires shall not be entitled to productivity pay.

ARTICLE VI. LONGEVITY PAYMENT

A. A longevity payment shall be paid based upon an employee's length of continuous service. Such longevity pay shall be considered as additional compensation and shall be part of each full-time employee's salary for retirement benefits.

The longevity plan shall be as follows:

At the completion of	
Five (5) years of service	2% longevity (on employee's base salary)
Ten (10) years of service	4%
Fifteen (15) years of service	6%
Twenty (20) years of service	8%

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Twenty-four (24) years of service

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- B. Foremen who have completed fifteen (15) years of service with the Township shall receive a one time differential payment of \$1,000 added to their base salaries. This clause shall not apply to employees hired after July 1, 2011.
- C. Effective January 6, 2006 new hires shall not be entitled to longevity pay.

ARTICLE VII. LONG TERM DISABILITY

This program is set forth in Exhibit B..

ARTICLE VIII. SICK LEAVE PROVISION

Sick Leave will accrue at the rate of one (1) day per month of employment for a total of twelve (12) days per year.

- A. 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.
- B. During each year covered by this Agreement, each employee shall be entitled to twelve (12) sick days. For employees hired after June 1, 2011 the entitlement will be ten (10) days. Five (5) unused days per year can accrue to accumulated sick leave, which may be available for early retirement. Any number greater than five (5) unused days can be used as compensatory sick time in the year immediately following accrual. Compensatory sick time not used with in the next calendar year will be lost.
- C. An employee may accumulate up to a maximum of two hundred forty (240) days of sick leave, which may be credited toward early retirement, however, in no event shall the amount paid exceed \$ 15,000 per employee for any employee hired after 1 September 1999. -Any employee hired after July 1, 2011, shall be limited to a maximum sick leave payout of \$7,500.
- D. Any accumulated sick days shall be paid to the heirs or designated beneficiary of any employee who dies while in the employment of the Township.
- E. Sick leave may be utilized by employees 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.

ARTICLE IX. HOURS AND OVERTIME- FOREMEN

- A. The typical workweek shall consist of a forty (40) hour, workweek including five (5) eight (8) hour days, usually Monday through Friday.
- B. The typical departmental workday begins at 7:00 am and continues through 3:30 pm

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with a one-half (½) hour lunch period.

- C. The regular workday hours during the months of July and August may be adjusted to conform with the rank and file negotiated workday. Nothing herein prevents the Director from adjusting individual work hours to resolve employee schedule issues so long as the efficiency and effectiveness of the department is not affected.
- D. A Foreman, who has been appointed after 1 January 1999, may be assigned to work hours other than the department's standard, depending on the needs of the division or its hours of operation.
- E. Foremen who work overtime beyond their regular work week (40 hours) shall be paid at the premium rate of one and one half times regular salary in one-half hour increments for additional time worked. The minimum "call in" for over time will be two hours. Eligibility for minimum call in requires that the foreman come into the workplace.
- F. All work performed by any Foreman beyond the sixteenth (16) work hour of any one workday shall be compensated for such additional work at the premium rate of two times regular salary in one-half hour increments for additional time worked.
- G. Foremen who work on the sixth (6th) consecutive workday in a workweek shall be paid at the premium rate of one and one-half times regular salary.
- H. Foremen who work on the seventh (7th) consecutive workday in a workweek shall be paid at the premium rate of two times regular salary.

ARTICLE X. LAY-OFF PROVISION

- A. 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.
- B. 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.
- C. 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 XI. FULLY BARGAINED PROVISIONS

It is understood that this Agreement represents the complete and final settlement, by the parties, on all bargainable items, which were or could have been the subject of negotiations.

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ARTICLE XII. 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 or by other job action by the union or a lockout by the Township.
- B. The union covenants and agreed 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 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 employee 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 unions order. In executing its obligations, 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 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 entitled to have in law or in equity, or both, in the event of such breach by the union or its member.
- F. The Township agrees not to "lock out".

ARTICLE XIII. NON-DISCRIMINATION

There shall be no discrimination by the Township or the Union against an employee on account of race, color, creed, sex, national origin, nationality, religion, ancestry, age, marital status, physical mental or disability, affectional or sexual orientation, genetic information, atypical hereditary cellular or blood trait, liability for services in the armed forces of the United States, or covered veteran status. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its

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representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against interfere with restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE XIV. UNION PRIVILEGES

- A. The union shall be allowed to conduct normal business meetings on Township property, provided that the space is available and requests are made at least one (1) week in advance. Employees may attend such meetings only during off duty hours.
- B. 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 1 and 73 Conventions, and other workshops and seminars. The aggregate number of days available for such leave for the bargaining unit shall not exceed two (2) for each year.
- C. A bulletin board shall be made available by the Township at a reasonably convenient location. The bulletin board may be utilized by the Union for the purpose of posting non-controversial Union announcements and other similar information.

ARTICLE XV. 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 installments.
- 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 it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above. If the agency fee is discontinued, an assessment shall

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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 Fee - Prior to the beginning of each contract year, the union will notify the Township in writing of the amount of regular membership dues, initiation fees and assessment charged by the union to its own members for the 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 the 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. Deductions 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 re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment 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 employee as soon as possible after thirty (30) days from the beginning date of employment in a position in the unit.

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

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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. All employees who are dissatisfied with the union's decision may appeal to the Public Employment Relations Commission Appeal Board.

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 re-entry 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 exempt positions.

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 No. 73 Local 3274, no 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 purposes of complying with any of the provisions of this Article.

ARTICLE XVI. PERSONNEL FILES

Any disciplinary letters shall remain in an employee's personnel file subject to the right of an employee to have same expunged from said file upon the completion of three (3) years of service without any additional disciplinary letters. The responsibility for removal shall rest with a request by the employee.

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ARTICLE XVII. 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 XVIII. TERM OF THIS AGREEMENT

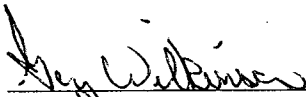
This Agreement shall remain in full force and effect without reopening of any kind from July 1, 2009 thru December 31, 2014

ARTICLE XIX. RENEWAL

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

ARTICLE XX. STATEMENT OF INTENT

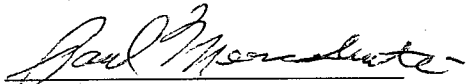
It is the position of the officials of the Township of PISCATAWAY that this Agreement provides compensation benefits for the Public Works Supervisors, recognizing their dedicated service to the Township, with a parallel recognition of costs, which can be reasonably incurred by the Township.



DPW SUPERVISORS
Gary Wilkinson, President




DPW SUPERVISORS

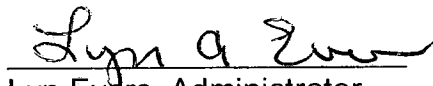


Paul Mercatanti, Staff Representative

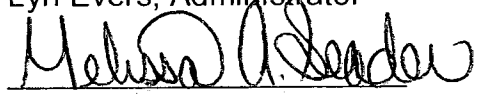
Dated: August 16, 2011



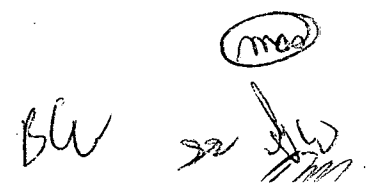
TOWNSHIP OF PISCATAWAY
Brian C. Wahler, Mayor



Lyn Evers, Administrator



Melissa Seader, Municipal Clerk

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EXHIBIT A SCHEDULE OF WAGES

January 1, 2009 - December 31, 2010 - 0%	Entry	1	2	3	4	5
Foreman	\$ 70,361.20	\$ 72,555.43	\$ 74,749.65	\$ 76,947.12	\$ 79,140.26	\$ 81,394.01
Division Superintendent	\$ 60,945.95	\$ 73,352.83	\$ 85,762.96	\$ 98,174.17		
January 1, 2011- 2%	Entry	1	2	3	4	5
Foreman	\$ 71,768.43	\$ 74,006.53	\$ 76,244.64	\$ 78,486.06	\$ 80,723.06	\$ 83,021.89
Division Superintendent	\$ 62,164.87	\$ 74,819.89	\$ 87,478.22	\$ 100,137.65	\$ -	\$ -
January 1, 2012- 2%	Entry	1	2	3	4	5
Foreman	\$ 73,203.80	\$ 75,486.67	\$ 77,769.53	\$ 80,055.78	\$ 82,337.53	\$ 84,682.33
Division Superintendent	\$ 63,408.17	\$ 76,316.29	\$ 89,227.78	\$ 102,140.41	\$ -	\$ -
January 1, 2013- 2%	Entry	1	2	3	4	5
Foreman	\$ 74,667.87	\$ 76,996.40	\$ 79,324.93	\$ 81,656.90	\$ 83,984.28	\$ 86,375.98
Division Superintendent	\$ 64,676.33	\$ 77,842.61	\$ 91,012.34	\$ 104,183.21	\$ -	\$ -
January 1, 2014- 2%	Entry	1	2	3	4	5
Foreman	\$ 76,161.23	\$ 78,536.33	\$ 80,911.42	\$ 83,290.04	\$ 85,663.96	\$ 88,103.50
Division Superintendent	\$ 65,969.86	\$ 79,399.47	\$ 92,832.59	\$ 106,266.88	\$ -	\$ -

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EXHIBIT "B" - LONG TERM DISABILITY PROGRAM (LTD)

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.

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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.

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

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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 even for limited duty
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.