

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 01/01/2022 thru 12/31/2026.

Employer: Township of Scotch Plains
County: Union
Date: 04 Oct 24
Name: Anders T Hasseler
Print Name
Title: CFO
Anders T Hasseler
Signature

AGREEMENT

BETWEEN

TOWNSHIP OF SCOTCH PLAINS

and

SCOTCH PLAINS PUBLIC WORKS AND RECREATION ASSOCIATION,

SPPWRA

JANUARY 1, 2022, THROUGH DECEMBER 31, 2026

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PREAMBLE

This Agreement made effective January 1, 2022, between the Township of Scotch Plains (Employer) and the Scotch Plains Public Works and Recreation Association (SPPWRA) is for the purpose of covering wages, hours of work, fringe benefits, and finance procedures.

ARTICLE I: RECOGNITION

The Township hereby recognizes the SPPWRA as the exclusive majority representative for the members of the Public Property and Recreation maintenance staff of the Township of Scotch Plains, with the exception of the Directors, Supervisors, Assistant Supervisors, Senior Greens Keeper and office personnel. All other employees of the Department of Public Property and the Recreation maintenance staff are deemed to be members of the SPPWRA and, therefore, parties to this agreement. All bargaining unit job titles are listed on Appendix A and Appendix B which are attached to this agreement.

ARTICLE II: WAGES

1. It is agreed between the employer and the SPPWRA that Effective January 1, 2022, wage increase shall be as follows:

January 1, 2022- 2.5%

January 1, 2023- 2.5%

January 1, 2024- 2.0%

January 1, 2025- 2.0%

January 1, 2026- 2.0%

2. The Township shall have the option of implementing a township-wide payroll of twenty-four (24) pay periods in a calendar year and, thereafter, all employees shall be paid on a semi-monthly basis. There shall be two payroll periods in each month

ARTICLE III: UNIFORM ALLOWANCE

1. Employees represented by the SPPWRA will receive a supplemental uniform allowance as follows:

2022- \$750

2023- \$750

2024- \$750

2025- \$750

2026- \$750

2. Employees on the job must be always in appropriate uniforms. Employees must be easily identified as a Township employee from exterior clothing.

ARTICLE IV: GRIEVANCE PROCEDURE

1. Any dispute involving the interpretation or application of any of the provisions of this agreement shall be a grievance and shall be settled and determined accordingly to the following procedure:

Step 1

An employee with a grievance shall first discuss it with his or her immediate supervisor, either directly or through SPPWRA's designated representative for the purpose of resolving the matter informally. Should the grievance be against the immediate supervisor, the employee may request a joint meeting with the said supervisor and the next in command present. Any decision reached should be confirmed via written documentation.

Step 2

If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a grievance in writing with the Director of Public Property, or in the case of employees of the Recreation Commission, with the Director of Parks and Recreation, or his or her designated representative. Those parties present at Step 1 may be present at Step 2. The Director of Public Property or the Director of Parks and Recreation will render a decision within ten (10) working days. If the Director of Public Property or Parks and Recreation was involved in the Step grievance, and the aggrieved party wishes to

take the grievance further, he shall bypass Step 2 and proceed to Step 3.

Step 3

If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 2, he may submit the matter for review by the Township Manager within five (5) working days after receiving the decision in Step 2. The Township Manager shall render a decision from the record before him in writing within ten (10) working days.

Step 4

The final step is to submit to binding arbitration.

2. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

3. Any grievance not presented under the grievance procedures described herein within (7) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this agreement unless reasons satisfactory to the Township are given in explanation of failure to present the grievance within such time.

ARTICLE V: LONGEVITY

1. Employees represented by the 5PPWRA are entitled to a longevity allowance as per the following schedule:
 - a. Following completion of 5 years of service to completion of 10 years of service, 2%.
 - b. Following completion of 10 years of service to completion of 15 years of service, 4%.
 - c. Following completion of 15 years of service to completion of 20 years of service, 6%.
 - d. Following completion of 20 years of service, 8% computed to the first of the month
nearest employment anniversary date.
 - e. Following completion of 25 years of service, 9% computed to the first of the month
nearest employment anniversary date.
3. Employees hired after January 1, 1996, will not be eligible for longevity payments described in this section.

ARTICLE VI: SICK, VACATION TIME & LIFE INSURANCE

Employees represented by the SPPWRA are entitled to sick and vacation time as set forth below:

1. Paid vacation, as set forth in the salary ordinance. Vacation schedule to follow Scotch Plains Township Schedule.
 - (a) Employees will have the option to utilize a vacation time for a call out.
Employees are limited to utilize no more than one (1) day of vacation time.
2. Fifteen (15) days sick leave per annum. Unused sick days in any year will be accumulated as per Salary Ordinance.
3. Contributory life insurance through State plan.
4. Contributory pension through State plan.

ARTICLE VII: UNUSED SICK TIME

1. At the time of separation from service, an employee who has served a minimum of five consecutive years with the Township of Scotch Plains shall be entitled to partial compensation for unused sick leave accumulated during Township employment in accordance with the following schedule: One-third (1/3) day for each day of sick leave accumulated. No terminal leave payment shall be made to Township employees.

2. All SPPWRA employees hired after January 1, 2012, shall be entitled to partial compensation set forth in paragraph 1 of this article except that at no point shall the amount of compensation received exceed \$10,000.

3. Employees who are terminating service by reason of having reached retirement age or by resignation, and have had ten years or more of total service with the Township, and who are on the Township's payroll during the month of January of the retirement or resignation year, shall receive at the time of retirement or resignation full annual vacation and sick leave entitlement that remain unused for that calendar year without regard to the actual date of termination.

ARTICLE VIII: HEALTH, DENTAL AND PRESCRIPTION PLANS

1. HEALTH INSURANCE and PERSCRIPTION - Medical coverage, excluding dental, will be through the current State Health Benefits Program or a health plan carrier selected by the Township with benefits greater than or equal to the current State Health Benefits Program. They employee will have applicable health payments deducted from their pay checks consistent with state guidelines.

2. DENTAL - All employees of the SPPWRA are entitled to a dental plan equivalent to the plan through Horizon Blue Cross that has been in effect since January 1,2003. The employer will have the right to continue to choose any carrier that provides such equivalent coverage for any Dental insurance coverage.

3. Per July 1, 2015, and the move to the State Health Benefits program:

(a) Effective January 1, 2020, the Township will utilize SHBP – NJ Direct15 (PPO).

(b) Employees hired on or after January 1, 2020, will be enrolled in SHBP – Omnia

(c) Any employee may, at their own expense, upgrade to an available SHBP health care plan with increased benefits. As an example, an employee may upgrade to the current SHBP-NJ Direct10 coverage, and would be responsible for any additional cost above the current Township selection.

4. Employees shall contribute a portion of the premiums for the aforementioned plans as set forth by Chapter 78, P.L., 2011.

ARTICLE IX: BEREAVEMENT LEAVE

Employees can receive up to 3 consecutive calendar days leave of absence for each death of an employee's relative. Bereavement Leave shall not extend beyond 3 consecutive calendar days immediately following the death of a family member. Three days leave of absence will be allowed for a spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, and grandchildren. Two days leave of absence will be allowed for a brother-in-law, sister-in-law, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the bereavement Leave.

ARTICLE X: JURY & MILITARY DUTY

All employees are entitled to pay for time spent for jury duty and pay for time spent on military maneuvers authorized by official orders of Reserve or National Guard unit.

ARTICLE XI: HOLIDAY PAY

Employees receive 14 paid holidays annually for the recognized days listed below with the dates falling in any specific year based upon the National accepted holiday calendar. The holidays that have been established for the length of the contract period are:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Election Day (General)

Veterans Day

Thanksgiving Day

1/2 day (day before Christmas)

Christmas Day

1/2 day (day before New Year's Day)

ARTICLE XII: PERSONAL LEAVE

SPPWRA members are entitled to four (4) personal days per year. Approval from the Director of Public Property, or the Director of Parks and Recreation, or their authorized agent is required, and 48 hours' notice should be given to the employer prior to the date requested unless emergency circumstances arise. Each employee will receive an additional day off with pay annually for official business purposes with 72 hours' notice required to the respective department head.

ARTICLE XIII: WORK HOURS AND OVERTIME

1. Work Week - The work week for SPPWRA employees is defined as 40 hours, Monday through Friday. The workday is defined as from 7:00 a.m. to 3:30 pm with 1/2 hour off for lunch.

2. Overtime - Time and a half will be paid for all hours worked over 8 hours in a day and Saturdays. Double time will be paid on Sundays and Holidays. Double time for a Holiday is in addition to the holiday pay received. Emergency call-out will require a guaranteed minimum of three (3) hours

(a) Overtime requiring specific job titles will prioritize those employees with the same title.

(b) On circumstances which the Municipal Building is closed due to an Act of God, Public Works employees will be compensated under overtime payrates.

1. Circumstances which the Municipal Building opening is delayed due to an Act of God will not be deemed a closure for the purposes of overtime. In such circumstances, Public Works employees will receive their regular rate of pay.

(c) An Employee, upon completion of the overtime worked may elect to have compensation either in pay, pursuant to current practices, or in compensatory time off. The rate of the Compensatory Time off would be the one and one-half time off. If the Employee elects to take Compensatory Time off, then such Compensatory Time off will be placed in a bank for future use. Time once put into a Compensatory Time off bank would be used at the Employee's sole discretion subject to approval of that employee's supervisor.

(1) A two (2) hour minimum must be adhered to when taking

compensatory time off unless the Employee has less than two (2) hours in the bank and wishes to take the balance to zero (0)

(2) Compensatory time will not be permitted to be carried over from one calendar year to another except in cases when time is earned in November or December. Any time carried from one calendar year to another must be taken as time off and not in pay.

a. Time rolled over from one calendar year to the next will be included in the new calendar year's forty-four (44) hour bank, it will not be in addition to.

(3) Employees shall not be permitted to accumulate more than forty-four (44) hours of compensatory time at any given time.

(4) Employees shall not be permitted to cash out compensatory time at the time of resignation or retirement.

3. Breaks - Employees are entitled to a ten (10) minute coffee break in the morning and a ten (10) minute coffee break in the afternoon to be taken at the place of work that day. Employees are entitled to a fifteen (15) minute wash up time prior to lunch at noon and at the end of the regular workday.

ARTICLE XIV: RETIREE HEALTH

There will be a retiree reimbursement program for health insurance costs for retirees that meet certain eligibility requirements. The program will be for any member retiring after January 1, 2005, and will be effective January 1, 2005. The eligibility requirements follow:

1. If a retiree is covered by any other medical insurance from any source, then the Township shall not have any obligation for any reimbursement during such period of this coverage.
2. Any eligibility shall be provided for the retiree, spouse, and dependents under the definition of the health program.
3. Any eligible retiree will only continue until the death of the retiree and is not intended for widows, widowers, or any dependents of the retiree.
4. This program is being extended to retirees as long as the Township can obtain such coverage which will be tied into the health insurance for members of the association.
5. Any reimbursement program for eligible retirees ceases at the age of 65 or when Medicare eligibility applies, whichever comes sooner, but there is no type of coverage after 65 years of age.
6. The retiree must have worked for the Township of Scotch Plains for a minimum of 25 years, and must also be at least 55 years of age in order to be eligible for reimbursement for 75% of annual expenses.
7. All retiree health insurance premiums shall be deducted from the pension check.

ARTICLE XV: ON THE JOB INJURIES

1. Employees of the bargaining unit that incur on-the-job injuries as certified by the Township physician, or other approved physicians, will not be charged any sick time loss or vacation time loss for an injury which requires the employee to remain out of work for less than the seven days (5 working + 2 weekend) waiting period necessary to file a worker's compensation claim. A total of fifteen (15) working days are allocated per employee for the purpose of covering the five

(5) day waiting period for job related injuries for each given year beginning January 1st through December 31st. These days are an aggregate number of days; maximum number of working days being five (5) per injury.

2. Any employee who incurs an injury on the job which results in absence from work for more than the five days will be allocated up to 35 business days in a calendar year in which the township agrees to pay the difference in pay "Workers Compensation check minus current salary equals difference in pay. The employee must choose to continue on the Township payroll if he is going to be out for longer than 35 days, or he must choose to withdraw from the Township payroll. If the employee chooses to remain on the Township payroll, checks will be issued by the Township to the employee using sick days first and then vacation days as the applied credit for receiving regular bi-weekly pay until the employee's allotment of these days expires. Worker's compensation checks will then be reimbursed to the Township, and vacation days will be replenished first followed by sick days to the employee based upon the amount of money that is paid by the insurance company for the job incurred injury. At no time is an employee to receive more than their normal daily pay if out on worker's compensation. Once the employee has used up all of their sick and vacation time, the employee will be removed from the Township payroll. Worker's compensation checks will then be paid directly to the employee. In this situation the Township

will continue to pay all of the employee benefits while he is out on worker's compensation leave.

3. If the employee chooses to come off the Township payroll prior to using up all his or her accrued sick and vacation time, worker's compensation checks will be paid directly to the employee. Effective the first of the month following the employee's voluntary withdrawal from the payroll, the employee will be required to reimburse the Township for the cost of his or her health and dental benefits for the remainder of his or her worker's compensation leave.

4. If a doctor's note certifies that the employee will return to work between eight (8) to ten (10) consecutive calendar days following the date of the injury, the Township will extend the injury days allotted for the injury to a maximum of eight (8) working days.

5. The Township physician and the Township are the only parties that can make the final determination about the extent of the injuries incurred on the job and any time that might be needed for recovery.

6. Both departments participate in light duty, when available, and the availability of same will be determined by the department.

ARTICLE XVI: LAYOFFS AND PERSONNEL POLICY

1. In the event the Township must implement layoffs (mandatory reduction in force) for economic and efficiency reasons, all rules and regulations of the New Jersey Civil Service Commission will be followed. In the event lay-offs might be necessary, the Township will make efforts to reinstate the position if and when the economy improves. Employees that are laid off would be given the first opportunity to return if the position is reinstated.

This agreement shall continue in effect until December 31, 2026, upon agreement and approval of both parties. Any items that are not specifically included in this agreement shall be governed by the personnel policy of the township.

SPPWRA

TOWNSHIP OF SCOTCH PLAINS

Tyler Ruane, SPPWRA Representative

Alexander Mirabella, Municipal Manager

Jorge Rodrigues, SPPWRA Representative

Robert Krumm, SPPWRA Representative

Appendix A

Hourly Wage Rates for Existing SPPWRA Employees (A)

<u>Job Title</u>	<u>Yearly Rate (Hourly)</u>				
	<u>Effective January 1st of each year</u>				
	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
	2.5%	2.5%	2%	2%	2%
Sr. Pumping Station Operator	37.80	38.75	39.52	40.31	41.12
Mechanic Diesel	37.80	38.75	39.52	40.31	41.12
Equipment Operator	36.09	36.99	37.73	38.49	39.26
Equipment Operator Recreation	36.09	36.99	37.73	38.49	39.26
Gardner	36.09	36.99	37.73	38.49	39.26
Tree Worker 3	36.09	36.99	37.73	38.49	39.26
Maintenance Worker Ground 3	35.13	36.00	36.73	37.46	38.21
Sr. Public Works Repairer	35.13	36.00	36.73	37.46	38.21
Maintenance Worker Ground 2	34.44	35.30	36.01	36.73	37.46
Public Works Repairer	34.44	35.30	36.01	36.73	37.46
Greenskeeper	34.44	35.30	36.01	36.73	37.46
Motor Broom Driver/Public Works Repairer	35.41	36.30	37.03	37.77	38.52
Pumping Station Operator/Sewer Repairer	35.38	36.27	36.99	37.73	38.49
Assistant Greenskeeper	33.39	34.23	34.91	35.61	36.32
Maintenance Repairer	34.44	35.30	36.01	36.73	37.46
Maintenance Worker Grounds 1	33.39	34.23	34.91	35.61	36.32
Tree Maintenance 2	33.39	34.23	34.91	35.61	36.32

Appendix B

Hourly Wage Rates for Existing SPPWRA Employees (B)

<u>Job Title</u>	<u>Yearly Rate (Hourly)</u>				
	<u>Effective January 1st of each year</u>				
	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
	2.5%	2.5%	2%	2%	2%
Sr. Pumping Station Operator	32.34	33.15	33.81	34.49	35.18
Mechanic Diesel	32.34	33.15	33.81	34.49	35.18
Equipment Operator	31.44	32.22	32.87	33.52	34.19
Equipment Operator Recreation	31.44	32.22	32.87	33.52	34.19
Gardner	31.44	32.22	32.87	33.52	34.19
Tree Worker 3	31.44	32.22	32.87	33.52	34.19
Maintenance Worker Ground 3	27.60	28.29	28.86	29.44	30.03
Sr. Public Works Repairer	31.44	32.22	32.87	33.52	34.19
Maintenance Worker Ground 2	26.67	27.34	27.88	28.44	29.01
Public Works Repairer	28.53	29.24	29.82	30.42	31.03
Greenskeeper	27.60	28.29	28.86	29.44	30.03
Motor Broom Driver/Public Works Repairer	31.44	32.22	32.87	33.52	34.19
Pumping Station Operator/Sewer Repairer	27.60	28.29	28.86	29.44	30.03
Assistant Greenskeeper	25.71	26.35	26.88	27.41	27.96
Maintenance Repairer	27.60	28.29	28.86	29.44	30.03
Maintenance Worker Grounds 1	25.71	26.35	26.88	27.41	27.96
Tree Maintenance 2	25.71	26.35	26.88	27.41	27.96

Labor 1 (13-24 Months)	23.79	24.39	24.87	25.37	25.88
Labor 1 (1-12 Months)	19.05	19.53	19.92	20.32	20.73
Tree Maintenance 1 (13-24 Months)	23.79	24.39	24.87	25.37	25.88
Tree Maintenance 1 (1-12 Months)	19.05	19.53	19.92	20.32	20.73