Contract

AGREEMENT

BETWEEN

TOWNSHIP OF LUMBERTON

AND

AFSCME COUNCIL 71

LOCAL 3827C

JANUARY 1, 2012

THROUGH

DECEMBER 31, 2015

AFSCME®

We Make America Happen

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ARTICLE 1- PREAMBLE

This agreement entered into by the Township of Lumberton, hereinafter referred to as the "Employer" and Local 3827C which is affiliated with District Council 71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose to promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this contract shall be January 1, 2012.

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ARTICLE 2- RECOGNITION

The employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees in the classifications listed herein and for such additionally classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the Laws of 1974, Chapter 123. The following employees shall be included within the bargaining unit: all regularly employed blue and white collar employees. Specifically excluded from the Union are all other employees represented in other negotiating units, managerial executives, police, firefighters, craft employees, confidential employees, supervisors, General Foreman within the meaning of the act of the New Jersey Employer- Employee Relations Act, Township Clerk, Deputy Township Clerk, Chief Financial Officer/ Treasurer, Fire Inspector, Zoning Officer, Technical Assistant, Electrical Inspector/Subcode Official, Plumbing/ Inspector/ Sub-code Official, Fire Subcode, Financial Assistant, and "Clerk/Administrative Secretary".

1. A Full-time employee is one who works 35 hours or more per week on a permanent basis.
2. A permanent employee is one who is hired for a position on a permanent basis without restriction as to duration.
3. A temporary employee is one who is hired for a position of limited duration.
4. A seasonal employee is one who is hired for a certain portion of a year, particularly during time of peak work load.
5. Only permanent full-time, shall be entitled to any benefits, unless otherwise directed by the Township Committee.

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ARTICLE 3- CHECK-OFF AND FAIR SHARE FEE

A. The Employer agrees to deduct monthly union membership dues from the pay of employees who individually request in writing that such deduction be made. The amount to be deducted shall be certified to the employer by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the office of District Council 71 together with a list of names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.

B. Employees covered by the Agreement may only request deductions for the payment of dues to the duly certified majority representative named herein.

C. The effective date of termination of dues deducted to the majority representative shall be as of July 1st next succeeding the date on which the notice of withdrawal is filed with the employer.

D. For any employee represented by the Union who does not pay dues, in accordance with Section A of this Article, the employer shall deduct a representation fee specified by the Union in the manner as dues. The Representation fee shall be in an amount equal to eight-five percent (85%) of the regular Union's membership dues, fees and assessments. In the case of new employees, deduction of the representative fee shall not take effect until thirty (30) days after the date of hire.

E. Any change in the amount of monthly unit membership dues must be furnished to the Township Committee at least thirty (30) days prior to the effective date said of change.

F. The Union shall indemnify and hold the Township of Lumberton, the Township Committee, and its agents, servants and employees, harmless from any and all claims arising from the dues deduction procedure, and any other aspect relating to internal Union matters.

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ARTICLE 4- MANAGEMENT RIGHTS

The AFSCME recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. All of the rights, powers, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provide in this Agreement.

It is the right of the Township to determine the standards of service to be offered by its employees, determine the standards of selection for employment, direct its employees, take disciplinary action, maintain the efficiency of its operations, determine the methods, means and personnel by which its operations are to be conducted, determined the content of job classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, and exercise complete control and discretion over its organization and technology of performing its work. The practical impact of the decisions of the above matters is subject to the Grievance Procedure as set forth in Article 13. Nothing shall alter or relieve the Township of any of its obligations undertaken by the Agreement.

As noted herein, in the absence of a Township Administrator, any function, duty or responsibility assigned to the position of Township Administrator may be performed by the appointed Township Committee liaisons or their designee.

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ARTICLE 5- TIMEKEEPING

The following procedures will apply at all township employees:

A. Every employee will report to their Department Head or immediate supervisor their daily time in and out which will be entered via a time-clock in the Public Work Department, and entered on computerized time-clocks elsewhere. These entries will include all earned time-off that has been taken (vacation, personal, sick, holiday). All employees will have the right to inspect that portion of their time entries relating to their specific hours upon scheduling an appointment with their respective Department Head to do so. Department Heads will be required to sign all time sheets prior to being submitted to the finance office for payment.

B. Any employee leaving the building for personal business, other than lunch, must report same appropriately in the time entry. Approval for such leave must be granted by your Department Head. Your Department Head must also obtain approval from the Township Administrator prior to the leave being granted. You must notify the receptionist when leaving the building so that appropriate information can be given to the public. Approval must be obtained from the Administrator should you find it necessary to close your office during the scheduled workday.

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ARTICLE 6- HOURS OF WORK

A. The regular scheduled workweek shall consist of five (5) consecutive days, Monday through Friday. The hours of the work week are as indicated in Exhibit A. Employee(s) assigned to solid waste collection services may be given "flexible time"; such that his/her hours may be different from those of other employees in the department, said decision shall be at the discretion and direction of the Director of Public Works or in the absence of the Director, the foreman; however, the total number of hours will be the same per week as the other employees in the department. Said flex hours may include assignment of an employee(s) to four days per week, at ten (10) hours per day. Should this occur, all other calculations for vacation time, personal days, sick leave, etc, shall still be calculated using an eight (8) hour day. The Township has created a position of Recycling Coordinator, who will work such hours on Saturday as deemed necessary to promote a successful recycling program.

The specific scheduling of employees shall be as follows:

1. To be determined by the Department Head with approval of the Administrator or township liaisons and as outlined on the employee's specific job description. Such hours must be posted clearly in public view for the respective departments.

2. All employees are expected to take their scheduled lunch period. Employees in the Public Works Department shall not be permitted to add travel time to their hour; instead, whatever time is taken by the employees to either travel to a place to eat, or to pick up their lunch, will be counted in the one hour period. In addition, employees shall not use the Township vehicles to pick up or deliver back food to the site.

3. Every employee is expected to work their assigned hours, 5 days per week. An employee may vary hours worked per day pursuant to their job descriptions. Hours worked over 40 in a week that are not due to an emergency or extraordinary situation, must have prior approval from the Department Head or Administrator.

4. Lunch hours shall be arranged for employees so that the township offices are open for business between 8:30 a.m. and 4:30 p.m., with the exception of emergency situations.

5. The Administrator or township liaisons must be advised in writing of any changes to the above scheduling.

B. Notwithstanding anything hereinabove contained to the contrary, the parties specifically recognized that N.J.S.A. 40A:9-141 vests in the Township Committee, at its discretion, the right to set appropriate hours of operation for the Tax Collector's office and the work hours of the Tax Collector's office and that same is not part of

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any collective bargaining negotiations, and shall not be governed by the terms of this contract.

C. All departments covered by this contract shall be entitled to a ten (10) minute break, to be taken at the employee's choice either in the morning or in the afternoon (but not both); and said break shall not exceed (10) MINUTES. The employee shall first secure permission from the Department Head for that break, shall sign out upon taking the break and sign in upon returning from the break; and no more than two people from the same department shall be permitted to take a break at the same time. At no time, however, shall any office be left unattended due to such break. As with the lunch hour provisions above for Public Works employees, employees shall not be permitted to utilize any additional time to "take this break". If the break is taken while the employee is at a work site, then the break should be taken at the work site; the employee shall not travel back to the Municipal Building, or elsewhere for purposes of taking the break.

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ARTICLE 7- OVERTIME

All overtime must be approved in advance by the Department Head or Adminsitrator.

If an employee works approved overtime, that employee shall be paid at the regularly hourly rate of pay for all hours worked up to forty (40) hours in the work week; but for all hours above the forty (40) hours, the employee shall have the option of receiving pay or compensatory time at one and one-half (1 1/2) times their regular hourly rate of pay. For personnel in the Court Office, the same rule shall apply with the following exception: for the five (5) hours worked between 35 and 40 hours, Court personnel shall be entitled to compensatory time at the rate of one (1) hour for each hour worked beyond the thirty five (35) hours and up to forty (40) hours. Department Head's must receive approval from the Township Administrator before authorizing any overtime work, except in cases of emergency. In order to be eligible for overtime work, employees must be able to perform all duties of the department for which they work, with no restrictions.

The employee may utilize reserved compensatory time by indicating the same on time sheets (using the abbreviation CT).

An employee, who is required to return to work during periods that are not his/her regularly scheduled hours, shall be paid time and one-half for such work and shall be guaranteed not less then two (2) hours pay, regardless of the amount of time actually worked. On holidays, an employee called in during his/her regularly scheduled hours shall receive the above in addition to their regular day's pay if above 40 hours in that work week.

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ARTICLE 8- SICK LEAVE

A. Sick leave for purposes herein shall mean paid leave that may be granted to any employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him/her to perform the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease. Sick leave shall not be used as paid vacation.

B. Sick leave with pay shall be allowed, provided that the employee provides satisfactory proof of his/her illness or disability through a licensed physician's certificate, and notifies his/her supervisor promptly of the illness. If an employee is absent for more then two (2) consecutive days at any time, for any reason, the Township shall have right to require acceptable medical evidence in the form prescribed by the Township Committee. The nature of the illness shall be stated on the doctor's certificate unless it is confidential between the doctor and the patient, in which event the doctor must give a certificate releasing the employee for return to work. The Township reserves the right to obtain a second opinion from a licensed physician to determine if the illness or disability continues and is the result of events or acts beyond the employee's control.

Employees shall be entitled to sick leave at the rate of ten (10) days per year. Unused sick days shall be accumulated from year to year with a maximum of ten (10) days per twelve (12) month period to be treated as cumulative. There shall be no reimbursement for accumulated sick days not utilized, except as follows:

The Township shall reimburse current employees upon retirement for one-half of their accumulated sick days in an amount not to exceed $15,000.00. For the purpose of this provision, the employee's average daily salary for the five years preceding his/her retirement shall be used to calculate the daily rate of pay to be reimbursed upon retirement. This provision shall not apply to those individuals discharged or leaving the service of the Township without being eligible for retirement.

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ARTICLE 9- BEREAVEMENT LEAVE

A. An employee who has a member of his/her immediate family taken by death shall receive up to five (5) working days off with pay as bereavement leave to arrange and/or attend funeral activities.

B. "Immediate family" shall be defined as spouse, mother, father, mother-in-law, father-in-law, children, sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren, or any member of an employee's immediate household.

C. If additional time is necessary, it shall be taken as personal, vacation or unpaid leave with advance authorization by the appropriate Department Head and/or the Township Administrator. Time for attendance at funerals of others may be granted without pay or by use of personal and/or vacation leave.

D. Temporary employees are not eligible for bereavement leave benefits.

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ARTICLE 10- PERSONAL LEAVE

A. Each employee shall be entitled to seven (7) days of leave time per calendar year to be utilized for personal business. Employees seeking leave must notify their Department Head or supervisor before being granted said leave. Personal days shall be pro-rated during the first (1st) year of employment based on the number of weeks worked. Personal leave can be used in hourly increments, for emergent or other unanticipated purposes, subjects to the prior approval of the Department Head.

B. Temporary employees are not eligible for personal leave benefits.

C. Personal leave days shall not be cumulative. If an employee does not use all of the allotted personal days in any given calendar year, those not used will be forfeited.

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ARTICLE 11- HOLIDAYS

A. The following days are recognized as paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day

B. If a holiday should occur when an employee is on paid vacation, the employee shall be entitled to the holiday in addition to the vacation day. Any township employee that is required to work on any of the above holidays shall be given proper credit for the holiday.

C. Temporary employees are not eligible for paid holidays.

D. Holidays which fall on Saturday shall be celebrated on the proceeding Friday.

E. Holidays which fall on Sunday, shall be celebrated on the following Monday.

F. To be eligible for pay for holidays, an employee must have worked the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless under a doctor's care or prearranged as part of vacation time approved by the Department Head.

G. The Township Committee may by resolution designate certain other days as holidays for Township employees because of national or state events, or for other emergency or unusual reasons.

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ARTICLE 12- JURY DUTY

A. All employees covered by this Agreement who are required to serve on jury duty shall be paid by the employer based upon average hours worked, up to a maximum of eight (8) hours per day, for such time as is necessary for the completion of such service. Compensation received for such service through the court system shall be returned to the Township, by the employee.

B. Temporary employees are not eligible for jury duty benefits.

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ARTICLE 13- VACATIONS

A. Vacations shall be granted in accordance with the following schedule:

Years of Employment	Amount of Leave
0 through completion of *1st year * 12 months from appointment date	9 working days
Start of the 2nd year – 14 days prorated by month. for the remainder of the 2nd year.	14 working days
January 1st of the 3rd year through completion of 5th year	14 working days
January 1st of the 6th year through completion of 10th year	16 working days
January 1st of the 11th year through completion of 20th year	18 working days
January 1st of the 21st year and up	20 working days

B. Annual leave may accumulate for three years. Failure to use accumulated leave within the three year period shall constitute an abandonment of this leave.

C. Request for vacation leave must be submitted in writing on a form prescribed by the employer to the Department Head and/or immediate Supervisor at least two (2) weeks in advance for any leave time being requested of one week or more. Vacation leave under one week shall be approved at the discretion of the Department Head and/or immediate supervisor. Your Department Head must obtain final approval from the Administrator before any leave is authorized and said leave time must be recorded on the official annual leave calendar.

D. Only one employee per department will be allowed on vacation at any one time, unless authorized by the Township Administrator.

E. Temporary or part-time employees are not eligible for vacation leave benefits.

F. Upon termination of employment with the Township, the employee will be paid for eligible unused vacation leave on a prorated basis, except in situations where the employee is terminated for cause, in which case no benefits shall be permitted.

G. Vacation leave may be taken in one hour increments subject to approval of the Department Head.

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ARTICLE 14- GRIEVANCE PROCEDURE

A. Definition: Grievance is a claim based upon a breach, misinterpretation or improper application of the terms of this Agreement, or claimed violation, misinterpretation or improper application of the policies or administrative decisions affecting terms and conditions or employment, including disciplinary actions.

B. 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 employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. An aggrieved employee shall institute action under the provisions hereof within thirty (30) days from the date of the occurrence complained of. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance.

D. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the department.

E. The processing of grievances shall be in accordance with the following procedure:

Step One- The aggrieved employee or the Union shall take up the grievance in writing to the Department Head, who shall try to adjust the matter and respond to the employee and Union Representative within seven (7) working days after presentation of the grievance.

Step Two- If the aggrieved employee or the Union is not satisfied with the disposition of this grievance at level one, the employee, through the Union may present the grievance to the Township Administrator. Said complaint must be presented within seven (7) working days from the decision of the Department Head. The Administrator shall review the matter and try to resolve same within fourteen (14) working days of receipt of presentation of the grievance.

Step Three- If the aggrieved is still not satisfied with the disposition of the grievance at Step Two, the employee, through the Union, may present the grievance to the Township Committee. Unless the employee specifically requests otherwise, such meeting will be conducted with a closed session of the governing body. Said grievance must be filed within seven (7) working days of the date of the disposition, of the matter by the Township Administrator. The Township Committee shall then review and consider the submitted grievance and, in its discretion, may require the aggrieved employee and/or his Department Head and/or Union Representative to meet with the governing body to discuss the matter in an attempt to resolve same. If it cannot be resolved by consent, then the Township Committee shall have thirty five (35) calendar days from the date of that meeting within which to issue a decision.

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Step Four- If the aggrieved is not satisfied with the deposition of the Township Committee, the employee may request that the Union submit the grievance to arbitration. If the Union determines that the grievance is meritorious, it may submit same to arbitration within twenty-one (21) calendar days after receipt of a request by the employee.

A request for a list of Arbitrators shall be made to the State of New Jersey, Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of PERC. The arbitrator's decision shall be in writing and shall be submitted to both parties in accordance with the rules and procedures of PERC

F. Personal conflicts will not be considered the subject of a grievance procedure. Grievance procedures will be limited to work-related incidents only. Personal conflicts shall be resolved between the parties involved in a discreet manner. Should such conflicts result in disruption of the workplace, disciplinary action shall be taken. Such action shall be considered conduct unbecoming a Township employee as outlined in the Disciplinary Guideline Schedule.

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ARTICLE 15- ABSENTEEISM/ TARDINESS POLICY

A. POLICY

Every employee is required to work as scheduled and to arrive at their assigned work area at the proper time. Appropriate disciplinary action will be applied in instances where absenteeism/tardiness is considered to be excessive or patterned.

B. DEFINITIONS

1. Unscheduled absence:

Failure of an employee to report for work during the shift when the employee is scheduled to work, except when validly using an approved personal day pursuant to a Collective Bargaining Agreement or Township Policy.

2. Tardiness:

Arriving late to the assigned work area.

3. Occurrence:

An instance of unscheduled absence.

4. Pattern of Absence:

Unscheduled absences which occur in a pattern such as the beginning or end of a work week, weekends, the day before or after a legal holiday or scheduled day off and/or any other observable pattern.

C. EMPLOYMENT ATTENDANCE PATTERN

1. Each payroll period, the Department Head shall record scheduled and unscheduled time used for that pay period on the time sheet provided by the Finance Office.
2. Failure of a Department Head to properly record and report absenteeism, tardiness and other occurrences under this policy or any other similar policy or applicable rule or regulation or to otherwise enforce or administer this or any similar policy or rule or regulation shall subject the Department Head to discipline. This clause shall also apply to any person designated by the Department Head to fulfill these duties at any time.

D. PROCEDURE

1. Absences are to be reported directly to your supervisor in accordance with specific department notification requirements. Employees have the responsibility

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of knowing where, when, and whom to call and must personally report their absence. Failure to properly report an absence may result in disciplinary action and/or ineligibility for paid leave payment.

2. Absences are to be reported on a daily basis. The daily notification requirement may be waived in cases of hospitalization or extended illness beyond one week, if approved by the supervisor. However, employees must notify their supervisor a minimum of every two weeks to advise of status during extended absences.

3. The employee may be required to submit a medical certification after two (2) days of an absence caused by a medical illness or as may be called for in a collective bargaining agreement or any other policy or rules or regulations applicable to any department. However, nothing in this policy otherwise shall be seen to limit the Township's managerial prerogative to amend or modify its sick leave or other unscheduled absence verification procedure.

4. Lateness
   An employee who arrives after their scheduled start time or reports to their assigned work area after scheduled shall be considered late.

   Stopping Work Before Scheduled Time
   Employees are expected to continue working until the end of their scheduled work day. Stopping work early or leaving work early without authorization will be considered a violation of this policy.

E. EXCESSIVE UNSCHEDULED ABSENCE/ TARDINESS

1. Three (3) or more occurrences or unscheduled absence or lateness in a one month period shall be considered excessive and subject employee to appropriate disciplinary action. Additionally, an employee who has five (5) occurrences of unscheduled absence or lateness, within a rolling six month period, shall be subject to appropriate progressive disciplinary action.

2. Generally, instances of patterned absenteeism shall be reviewed on case by case basis and shall be subject to appropriate disciplinary action regardless of the material standards defined above.

3. The Supervisor shall attempt to determined the reason(s) for unscheduled absence or lateness. If mitigating circumstances (i.e., proven emergency, personal problem, death in family) exist, an exception to this policy may be considered after consultation with the Administrator.

4. Nothing in the foregoing shall subject an employee to discipline for the valid use of sick leave or personal leave, subject to such verification as may be required.

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5. Disciplinary Procedure. Employees who exceed the standard for unscheduled absence and/ or lateness shall be subject to disciplinary action as outlined in the Disciplinary Guidelines Schedule or such specific disciplinary policies or department rules and regulations that may apply to an employee.

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ARTICLE 16- DISCIPLINARY ACTION

Rules and regulations are designed to increase efficiency and no organization can function property without them. It is the intention of the parties that each employee abides by the Township's policies in this regard. Disciplinary action may result from misconduct. Its purpose is not to interfere with the employee's rights, but to mutually protect the rights of each employee, the citizens, and the Township. Such action may be dismissal, fine, suspension without pay, or reprimand for any of the actions as outlined in the Disciplinary Guidelines Schedule.

ARTICLE 17- INSURANCE

A. Hospitalization and Medical Insurance. The following medical insurance is provided by the Township for full-time employees and their families:

1. Choice of the various insurance plans available under:
   i. New Jersey State Health Benefits Plan Members of the bargaining unit shall contribute a towards their health care plan coverage as required by P.L. 2011, Chapter 78.

2. Dental Insurance. In addition to co-payments, members of the bargaining unit shall contribute a towards their health care plan coverage as required by P.L. 2011, Chapter 78.

Prescription Plan. This benefit shall be available to full-time employees only. The employee shall be responsible for all co-payments as set by the plan and as may be amended or an annual basis. In addition to co-payments, members of the bargaining unit shall contribute a towards their health care plan coverage as required by P.L. 2011, Chapter 78.

B. Life Insurance. Contributory life insurance is available for full-time employees through the Public's Employees' Retirement System. Township shall not bear any cost for life insurance.

C. Colonial Life Insurance and Accident Insurance. This policy is available through an employee payroll deduction at no cost to Township.

D. Pension. Membership in the Public Employee's Retirement System is required as a condition of employment. Information pertaining to this plan is available in the Finance Office.

E. Deferred Compensation Plan. This plan is available through an employee payroll deduction. Information pertaining to the plan is available in the Finance Office.

F. Insurance Contribution. The members of the bargaining unit agree to contribute a percentage towards their health care plan coverage as required by New Jersey Law.

Payment will be divided each pay period equally.

G. Management Right. Management reserves the right to identify and choose medical and prescription plans on an annual basis that provide the greatest value to the Township taxpayers.

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ARTICLE 18- EMPLOYEE'S EXPENSES

1. All employees shall be compensated at the appropriate Internal Revenue Service (IRS) mileage reimbursement rate during any given year of this Agreement when required to use their vehicle on authorized Township business. They shall be compensated for all tolls and parking fees.

2. Reimbursement shall be made to any employee for expenses incurred for attendance at professional activities or for membership in such organizations which pertain only to Township business and only if approved in advance by the Township Committee. Reimbursement shall not be for any lodging expenses unless expressly authorized in advance by the Township Committee.

3. Attendance at professional conferences and seminars and conferences must be required in writing and approval by the Department Head, Township Administrator and the Township Committee.

4. Entertainment and food expenses will not be reimbursed.

5. Public Works Department employees will be furnished work uniforms and will be allowed a reimbursement, upon proof of receipt, of up to $120.00 per year, for the purchase of a set or work boots and $100 per year for the purchase of work pants. Employees shall be required to wear said uniforms and work boots during work hours.

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ARTICLE 19- WORKER'S COMPENSATION

A. Employees disabled with job-related injuries and unable to work shall apply for worker's compensation benefits. Employees may offset reductions in pay through the use of sick time. If the employee does not have any sick time available, he or she may utilize vacation or personal time accrued as of the date of the injury. Management reserves the right at such times and under such circumstances as are reasonable to require a person covered under the provisions set forth herein to undergo a medical examination by a physician of the Township's choosing. When said physician determines that an employee may return to work, the employee shall return to work.

B. Employees injured on the job, shall report it immediately to their Department Head and/ or Supervisor and complete an accident report form provided by the Finance Office. The Department Head and/or Supervisor shall immediately report same to the Township's Safety Coordinator. All injuries, including minor injuries not requiring medical attention, shall be reported by the employee to their Department Head or immediate Supervisor.

C. The hospital and/ or physician providing treatment attending the injury shall be advised that it is a job-related injury covered by worker's compensation.

D. Light Duty Policy It is the policy of Lumberton Township that all municipal employees who are injured or become ill as a result of their employment with the Township and are thereafter unable to perform their regular duties shall report to the Township Administrator's discretion in any other departments which he/she might assign them to, consistent with their particular skill, training and ability, so long as said work does not aggravate the injury or illness or unreasonably interfere with its treatment, it being the expressed intention of the parties that municipal employees who are unable to work at one particular position because of job-related injury or illness may be utilized in other municipal jobs while recovering from said injury or illness.

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ARTICLE 20- PARENTAL LEAVE

A. Parental leave, without pay, shall be granted to any employee for a period of three months, provided that written request for such time is made to the Township Administrator and the Township Committee no later then ninety (90) days prior to the request for leave. This leave may be extended for an additional three (3) months upon approval of the Township Committee. This leave will be considered a temporary disability leave and the employee shall be reinstated without loss of continuity of service if the employee indicates an intention to return to employment when the initial request for such leave is made. Such leave shall be deducted from the employee's starting date for calculating seniority, vacation and sick leave, and any other purpose. At the inception of such leave, the employee shall be compensated for any unused vacation leave, which has accrued to said date which was not previously used.

B. Employees shall have leave rights as called for under the Federal Family and Medical Leave Act and the New Jersey Family Leave Act.

C. A leave of absence without pay may be requested by any employee of the Township by submitting the reasons for such requested leave in writing to the Township Committee. Such request will require the approval of the Department Head and the Township Committee and usually will not exceed a six (6) month period.

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ARTICLE 21- SALARIES

A. The schedule attached as Exhibit "A" shall reflect the salaries of employees covered by this Agreement for the years 2012, 2013, 2014 and 2015. All increases shall take effect on January 1st of each year of this Agreement.

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ARTICLE 22 DEFERRED PAYMENT

This program is provided for employees eligible for and receiving longevity as of January 1, 2012. If an employee was not receiving longevity as of January 1, 2012, that employee is not eligible for the deferred payment program. Longevity payments are eliminated for all employees.

In 2012, employees will defer $1,612 of their annual pay in equal installments until the second pay period in November of each year. Employees will receive a separate check for $1,612 gross pay during the second November pay period. If an employee terminates his or her employment position prior to November 30th (i.e. quits or abandons employment), that employee is not entitled to this payment. Employees hired after January 1, 2012 are not eligible for this program. This program is a one time program and will expire completely and universally on December 31, 2012. Except for the payment issued in November 2012, no future payments will be made or received and no further deferments will be withheld.

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ARTICLE 23- PAY PERIOD

A. All employees covered under this Agreement shall be paid bi-weekly.

B. When the regular pay day occurs on a holiday, the Township shall pay employees on the regular work day immediately proceeding the holiday.

BSR

ARTICLE 24- PERSONAL RECORDS , CREDIT REFERENCES AND DRUG TESTING

A. Official personnel history files are confidential records. No unauthorized employee shall have access to any other employee's personnel records or be informed of any information contained therein.

B. An employee is expected to notify the Chief Financial Officer of any revisions of any personal information, including change of name, address, telephone number, marital status, insurance beneficiary or number of dependents.

C. The Township will furnish credit information on employees to authorized persons only upon a written request, signed by the employee, setting forth what information should be released and upon receipt of a written request from the party desiring such information.

D. All employees that operate Township equipment or vehicles which are involved in an accident shall submit to drug and alcohol screening within three (3) hours of the accident. All potential employees shall submit to drug and alcohol screening and successful passage of the same as a condition of employment. In addition to the above requirements, any employee with a Commercial Drivers License shall be required to submit to drug and alcohol screening as required by State and/or Federal law to maintain such a license.

88 OR

ARTICLE 25- COMPENSATION AND APPOINTMENTS

On file in the Clerk's Office is the current salary ordinance and resolution. Persons are hired, appointed or promoted in positions as follows:

A. All employees of the Township, except police officers or otherwise provided by law, shall be appointed and promoted by the Township Committee after receiving a recommendation for same from the respective Department Head and/or Supervisor and the Township Administrator.

B. Original appointments to fill vacancies or for new/positions shall be limited to qualified persons, who have been interviewed and/or tested concerning education, experience, aptitude, knowledge, character, physical and mental fitness, and any other relevant factors.

C. Provided they are highly qualified for the position for which they have applied, preference shall be given in appointments to vacancies to seniority and residents of the township at the time of the appointment.

D. Except when provided by law, every persons appointed to a new position shall be deemed to be on probation in the position to which he/she have been appointed for a period of one year, but this time period may be shorted on the recommendation of the Department Head with the consent of the governing body but to not less than six months. Such probation shall not affect permanent status of any other Township employment that such persons may have achieved. Prior to his/her completion of the probationary period, the employee shall be evaluated by the Department Head to determine whether he/she shall be granted permanent status or dismissed. The Township Committee may require reports and recommendations from the immediate supervisors and Department Heads for this purpose.

2802

ARTICLE 25- SEPARATION FROM EMPLOYMENT

A. An employee may resign in good standing by submitting a written notice to the Township Administrator at least two weeks in advance before the effective date of his/her resignation. Department Heads and/or individuals in supervisory positions shall give at least one (1) month notice, if possible, before the effective date of his/her resignation.

B. An oral resignation will be considered binding but will not constitute a resignation in good standing.

C. All employees who are eligible for retirement under the Public Employees Retirement System and who considering such retirement from the township must notify their respective Department Head in writing, who in turn must notify the Department Head no later than November 15th of the year prior to the retirement becoming effective in order to receive severance benefits in the following calendar year. If notification occurs after November 15th, benefits due will not be paid during the following calendar year for budgetary reasons.

D. In the event of layoffs, an employees hiring date will be used to determine the order in which employees will be separated from employment form the municipality.

SSG

ARTICLE 27- GENERAL PROVISIONS

A. MERITORIOUS ACTIONS- The Township agrees to recognize and encourage meritorious actions on the part of its employees. To this end, letters of commendation concerning Township employees from their Supervisors and from members of the public with whom they deal, shall be directed to the attention of the Department Head, and then recorded in the employee's personnel file. In addition, the Department Head, Administrator or Township Committee may on their own, commend the work of particular employee and cause such commendation to be inserted into the employee's personnel file.

B. LABOR AGREEMENT DISTRIBUTION- Management shall distribute Labor Agreements to all new employees during the life of the Agreement.

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ARTICLE 28- SEPARABILITY AND SAVINGS

In the event that any Federal or State Legislation, Governmental Regulation or Court Decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning such invalidated provision.

RJR

ARTICLE 29- DURATION OF AGREEMENT

This agreement shall be in full force and effect as of January 1, 2012 through December 31, 2015. This Agreement shall be subject to renegotiations by both parties under the terms and conditions as specified by the State of New Jersey Public Employment Relations Commission. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.

TOWNSHIP OF LUMBERTON

By:_____
James Conway, Mayor
Township of Lumberton

Adopted: May 1. 2012

_____
Township Clerk

AFSCME DISTRICT COUNCIL 71

Mattie Hassell

Attest:_____

Attest:_____

LSQ

Exhibit A - Compensation

	Hours	2011	COLA		Longevity Roll in	2012	2013	2014	2015
Police Secretaries									
Howarth	2	39,122.42	391.22	-	858.00	40,371.64	41,179.08	42,002.66	42,842.71
Micciche	2	39,356.42	393.56	-	624.00	40,373.98	41,181.46	42,005.09	42,845.20
Court Administrator	2	49,334.07	493.34	-		49,827.41	50,823.96	51,840.44	52,877.25
Deputy Court Admin	2	28,000.00	280.00			28,280.00	28,845.60	29,422.51	30,010.96
Construction Official	1	66,924.81	669.25		156.00	67,750.06	69,105.06	70,487.16	71,896.90
Code Enforcement P/T	4	5,000.00				5,000.00	5,000.00	5,000.00	5,000.00
Tax Collector P/T	4		250.00	750.00		26,000.00	26,520.00	27,050.40	27,591.41
Tax Clerk	1	29,651.40	296.51	1,000.00		30,947.91	31,566.87	32,198.21	32,842.17
Crossing Guard	4	12.48	0.12	-		12.72	12.97	13.23	13.50
Custodian P/T	4	18.26	0.18	-		18.62	18.99	19.37	19.76
Lead Mechanic	3	60,672.04	606.72	1,500.00	858.00	63,636.76	64,909.50	66,207.69	67,531.84
Mechanic DPW	3	59,533.49	595.33	1,500.00		61,628.82	62,861.40	64,118.63	65,401.00
Allen	3	41,626.70	416.27	1,500.00	780.00	44,322.97	45,209.43	46,113.61	47,035.89
Gibbs	3	50,037.60	500.38	1,500.00		52,037.98	53,078.74	54,140.31	55,223.12
Janis	3	45,256.49	452.56	1,500.00	546.00	47,755.05	48,710.16	49,684.36	50,678.05
Kleczics	3	42,957.80	429.58	1,500.00	780.00	45,667.38	46,580.73	47,512.34	48,462.59
Martin	3	45,490.49	454.90	1,500.00	312.00	47,757.39	48,712.54	49,686.79	50,680.53
McPeak	3	53,656.20	536.56	1,500.00		55,692.76	56,806.62	57,942.75	59,101.60
Braun	3	38,630.40	386.30	1,500.00	936.00	41,452.70	42,281.76	43,127.39	43,989.94
New Hire	3	-	290.00	-		29,290.00	29,875.80	30,473.32	31,082.78
Starting Salary	3	29,000.00				29,000.00	29,580.00	30,171.60	30,775.03
Starting Salary-CDL	3	34,000.00				34,000.00	34,680.00	35,373.60	36,081.07

Hours:
1. 8:30 a.m. to 4:30 p.m. for a total of (35) hours per week.
2. 8:00 a.m. to 4:00 p.m. for a total of (35) hours per week.
3. 6:45 a.m. to 3:45 p.m. for a total of forty (40) hours per week. One Mechanic shall work 8:00 a.m. to 5:00 p.m. for a total of forty (40) hours per week.
4. Part time employee - hours as assigned.

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