



A RESOLUTION AUTHORIZING THE TOWNSHIP OF EWING ("TOWNSHIP") TO ENTER A NEW COLLECTIVE BARGAINING AGREEMENT AS MODIFIED BY THE ATTACHED AGREEMENT WITH THE AFSCME Local 2472 ("AFSCME") BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2027

Resolution #23R-150 WHEREAS, the Township of Ewing and the AFSCME are parties to a collective negotiations agreement ("Contract") covering the period January 1, 2024 through December 31, 2027; and,

WHEREAS, the AFSCME and Township have engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor contract; and,

WHEREAS, the Township and AFSCME have reached agreement on new terms and conditions for a successor contract which are subject to ratification by the members of the AFSCME and approval by the Mayor and Council of the Township; and,

WHEREAS, the negotiating committees for the Township and the membership of the AFSCME unanimously agree to recommend the agreement for ratification and approval.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

- A. Except as herein modified, the terms and conditions set forth in the January 1, 2019 through December 31, 2023 Contract between the Township and AFSCME shall remain in full force and effect.
- B. ARTICLE III SECTION 3.02, SENORITY

To be Amended as follows:

- 1.. Seniority shall be given preference in promotions, demotions, layoffs, recall, vacation scheduling and work shifts, as defined, below, in accordance with Civil Service Regulations.
- 2. Where ability to perform work, license, credentials, prior work experience are considerations in promotions, determination shall be made by the Employer with due consideration given to seniority where all else is equal.

3. The Township shall promptly advise the appropriate Union representative of any change, which necessitates amendments to the seniority list.
4. The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to the Union upon a reasonable request.

C. ARTICLE VI SECTION 6.01, WORK WEEK

Elimination of Tuesday-Saturday work schedule. Any work to be done on Saturdays will be done on an overtime basis. Overtime to be assigned by way of seniority but, "forced overtime" may occur. Also, certain types of work normally done on Saturdays in the current circumstances, such as, lining fields to be done on Fridays, unless extenuating circumstances exist including, but not limited to, rain delays, field maintenance, etc. Scheduling to be done by Township supervisors.

D. ARTICLE VII SECTION 7.01, HOLIDAYS

Juneteenth (June 19) to be a Township holiday, aligning the calendar with the Mercer County decision regarding the observance of Juneteenth.

E. ARTICLE XVII SECTION 17.01, WAGES

Salary Increases

Effective January 1, 2024 – for those employees earning less than \$40,000.00, a pay increase to \$40,000.00; for all other employees who make \$35,000 or more, a \$5,000.00 pay increase.

Effective January 1, 2025	3.50%
Effective January 1, 2026	3.50%
Effective January 1, 2027	3.50%

F. ARTICLE XVII SECTION 17.03, PAY

The members of this bargaining unit are paid bi-weekly. The amount of pay due each pay period is, in 10 of 11 calendar years, determined by dividing the annual salary, as negotiated by the Township and the Union, into 26 separate, equal units. The term "salary" does not mean that the bargaining unit members are not eligible for overtime pay, when the circumstances warrant, in accordance with Section 6.03 ("Overtime"). For that purpose, the applicable overtime rate is determined by first establishing the "base rate," which is to divide the annual salary by the number of hours worked in a year (not including overtime), then multiplying that base rate by one and one-half."

G. ARTICLE XVIII SECTION 1, TERM OF CONTRACT

January 1, 2024 through 11:59 pm on December 31, 2027

H. ADDITIONAL PROVISIONS

1. Resolution of 27-pays grievance as follows:
 - a. For individuals who make less than \$30/hour (as of 12/31/2021) - \$1,000 apiece.
 - b. For those who make over \$30/hour: \$1,200 apiece.
 - c. Three individual who are part of the grievance have retired (Zoda, Zehl and Giancarli) will be paid the 27th pay claim amount, assuming verification of their employment as of 12/31/2021.

With this settlement, the matter will be considered settled, and the court action will be withdrawn and marked accordingly.

2. In anticipation of future 27 pay considerations, based on the calendar year, no extra pay will occur, and the Township and Union agree that the amount of pay will reflect the amount due under the salary guidelines established by the CNA.
3. CDL Training – once an employee receives CDL training he/she will commit to three (3) years of employment with the Township. IF the employee leaves before the three (3) year period has expired, the employee will pay back to the Township the amount that the Township paid for the CDL training and qualification.
4. If ratified prior to September 1, 2023, a 0.5% increase for all employees who are employed by Ewing Twp through the end of the year, based upon the rates contained in the expanding contract for 2023. **This agreement was ratified by AFSCME on July 19, 2023.**

I. This agreement is subject to ratification by the AFSCME membership and approval by the Township before it becomes effective.

J. All proposals of the parties not set forth herein or in the attachment to this agreement are withdrawn.

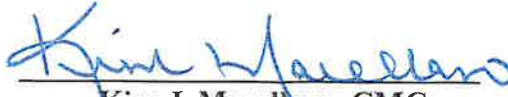
NOW, THEREFORE, BE IT RESOLVED, that the Ewing Township hereby adopts and approves the proposed revised contract terms of the collective bargaining agreement between the Township of Ewing and AFSCME LOCAL 111 scheduled to take effect as of January 1, 2024. The approval of the Township is conditioned upon ratification of the proposed contract terms by the members of the AFSCME.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 8th day of August 2023.




Kim J. Macellaro, CMC
Municipal Clerk

Memorandum of Understanding
Between
AFSCME Local 2472 and Township of Ewing

Agreement made this ____ day of August 2023, by and between the **Township of Ewing** (herein the “**Township**”) and the **AFSCME Local 2472** (herein the “**AFSCME**”).

WHEREAS, the Township and the AFSCME are parties to a collective negotiations agreement (“**Contract**”) covering the period January 1, 2024 through December 31, 2027; and

WHEREAS, the Township and the AFSCME have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for successor contract; and

WHEREAS, the Township and the AFSCME have reached agreement on new terms and conditions which are subject to ratification by the membership of the AFSCME and approval by the Mayor and Council of the Township; and

WHEREAS, the negotiating committees for the Township and the AFSCME unanimously agree to recommend their agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

- A. Except as herein modified, the terms and conditions set forth in the January 1, 2019 through December 31, 2023 Contract between the Township and AFSCME shall remain in full force and effect.

B. ARTICLE III SECTION 3.02, SENORITY

To be Amended as follows:

- 1.. Seniority shall be given preference in promotions, demotions, layoffs, recall, vacation scheduling and work shifts, as defined, below, in accordance with Civil Service Regulations.
2. Where ability to perform work, license, credentials, prior work experience are considerations in promotions, determination shall be made by the Employer with due consideration given to seniority where all else is equal.
3. The Township shall promptly advise the appropriate Union representative of any change, which necessitates amendments to the seniority list.
4. The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to the Union upon a reasonable request.

C. ARTICLE VI SECTION 6.01, WORK WEEK

Elimination of Tuesday-Saturday work schedule. Any work to be done on Saturdays will be done on an overtime basis. Overtime to be assigned by way of seniority but, "forced overtime" may occur. Also, certain types of work normally done on Saturdays in the current circumstances, such as, lining fields to be done on Fridays, unless extenuating circumstances exist including, but not limited to, rain delays, field maintenance, etc. Scheduling to be done by Township supervisors.

D. ARTICLE VII SECTION 7.01, HOLIDAYS

Juneteenth (June 19) to be a Township holiday, aligning the calendar with the Mercer County decision regarding the observance of Juneteenth.

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Salary Increases

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F. ARTICLE XVII SECTION 17.03, PAY

The members of this bargaining unit are paid bi-weekly. The amount of pay due each pay period is, in 10 of 11 calendar years, determined by dividing the annual salary, as negotiated by the Township and the Union, into 26 separate, equal units. The term "salary" does not mean that the bargaining unit members are not eligible for overtime pay, when the circumstances warrant, in accordance with Section 6.03 ("Overtime"). For that purpose, the applicable overtime rate is determined by first establishing the "base rate," which is to divide the annual salary by the number of hours worked in a year (not including overtime), then multiplying that base rate by one and one-half."

G. ARTICLE XVIII SECTION 1, TERM OF CONTRACT

January 1, 2024 through 11:59 pm on December 31, 2027

H. ADDITIONAL PROVISIONS

1. Resolution of 27-pays grievance as follows:
 - a. For individuals who make less than \$30/hour (as of 12/31/2021) - \$1,000 apiece.
 - b. For those who make over \$30/hour: \$1,200 apiece.
 - c. Three individual who are part of the grievance have retired (Zoda, Zehl and Giancarli) will be paid the 27th pay claim amount, assuming verification of their employment as of 12/31/2021.

With this settlement, the matter will be considered settled and the court action will be withdrawn and marked accordingly.

2. In anticipation of future 27 pay considerations, based on the calendar year, no extra pay will occur, and the Township and Union agree that the amount of pay will reflect the amount due under the salary guidelines established by the CNA.
3. CDL Training – once an employee receives CDL training he/she will commit to three (3) years of employment with the Township. IF the employee leaves before the three (3) year period has expired, the employee will pay back to the Township the amount that the Township paid for the CDL training and qualification.
4. If ratified prior to September 1, 2023, a 0.5% increase for all employees who are employed by Ewing Twp through the end of the year, based upon the rates contained in the existing contract for 2023. **This agreement was ratified by AFSCME on July 19, 2023.**

I. This agreement is subject to ratification by the AFSCME membership and approval by the Township before it becomes effective.

J. All proposals of the parties not set forth herein or in the attachment to this agreement are withdrawn.

By:



President

Date:

8/4/23


AFSCME 6063

Township of Ewing

By:



Bert Steinmann, Mayor

Date:

8/4/23

THE TOWNSHIP OF EWING
Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj.org

A RESOLUTION AUTHORIZING THE TOWNSHIP OF EWING ("TOWNSHIP") TO ENTER A NEW COLLECTIVE BARGAINING AGREEMENT AS MODIFIED BY THE ATTACHED AGREEMENT WITH THE AFSCME Local 2472 ("AFSCME") BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2023

Resolution #21R-67 WHEREAS, the Township of Ewing and the AFSCME are parties to a collective negotiations agreement ("Contract") covering the period January 1, 2016 through December 31, 2019; and,

WHEREAS, the AFSCME and Township have engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor contract; and,

WHEREAS, the Township and AFSCME have reached agreement on new terms and conditions for a successor contract which are subject to ratification by the members of the AFSCME and approval by the Mayor and Council of the Township; and,

WHEREAS, the negotiating committees for the Township and the membership of the AFSCME unanimously agree to recommend the agreement for ratification and approval.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

- A. Except as herein modified, the terms and conditions set forth in the January 1, 2016 through December 31, 2019 Contract between the Township and AFSCME shall remain in full force and effect.**
- B. ARTICLE III SECTION 3, ASSOCIATION DUES, ETC.**

- 1. Section 1.03, replace the last paragraph with the following**

The authorization for dues deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw from a dues authorization an employee must submit a written request

to withdraw from the Association to the responsible payroll clerk for the Employer within ten (10) days following each anniversary date of his/her employment. Once the Employer's payroll clerk receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment

2. Replace Section 6.02 with the following:

The Employer agrees to deduct, in accordance with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act, as they relate to Agency Shop provisions, from the pay of each Employee covered by this Agreement who voluntarily furnishes a written authorization, a representation fee equal to eighty-five percent (85%) of Association dues, as certified by the Association. The voluntary representation fee deduction shall commence with the 1st pay after the Township receives the voluntary authorization and notice from the Association. After deduction, representation fees shall be transmitted to the Association in the same manner, and at the same time as the Association dues.

The voluntary authorization for the representation fee deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw the voluntary representation fee deduction authorization an employee must submit a written request to the responsible payroll clerk for the Employer within ten (10) days following each anniversary

date of his/her employment. Once the Employer's payroll clerk receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

C. ARTICLE XVII SECTION 1, WAGES

Salary Increases

Effective and retroactive to 01/01/2020	2.00%
Effective and retroactive to 01/01/2021	2.50%
Effective 01/01/2022	2.50%
Effective 01/01/2023	2.50%

D. ARTICLE XVIII SECTION 1, TERM OF CONTRACT

January 1, 2020 through 11:59 pm on December 31, 2023

E. APPENDIX F, AFSCME TITLE GUIDE

Ewing and AFSCME agree to the creation of the job title "Custodial Staff". The base rate is to be negotiated and will not require a Black Seal Boiler license , nor will a CDL be required.

F. All proposals of the parties not set forth herein or in the attachment to this agreement, are withdrawn.

G. This agreement is subject to ratification by the AFSCME membership and approval by the Township before it becomes effective.

H. All proposals of the parties not set forth herein or in the attachment to this agreement are withdrawn.

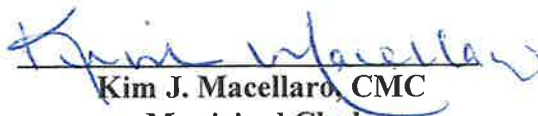
I. This agreement is subject to ratification by the AFSCME membership and approval by the Township before it becomes effective.

NOW, THEREFORE, BE IT RESOLVED, that the Ewing Township hereby adopts and approves the proposed revised contract terms of the collective bargaining agreement between the Township of Ewing and AFSCME LOCAL 111 scheduled to take effect as of January 1, 2020. The approval of the Township is conditioned upon ratification of the proposed contract terms by the members of the AFSCME.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 23rd day of March 2021.


Kim J. Macellaro, CMC
Municipal Clerk

Memorandum of Understanding

Between

AFSCME Local 2472 and Township of Ewing

Agreement made this 26 day of March 2021, by and between the **Township of Ewing** (herein the "Township") and the **AFSCME Local 2472** (herein the "AFSCME").

WHEREAS, the Township and the AFSCME are parties to a collective negotiations agreement ("Contract") covering the period January 1, 2016 through December 31, 2019; and

WHEREAS, the Township and the AFSCME have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for successor contract; and

WHEREAS, the Township and the AFSCME have reached agreement on new terms and conditions which are subject to ratification by the membership of the AFSCME and approval by the Mayor and Council of the Township; and

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C. ARTICLE XVII SECTION 1, WAGES

1. Salary Increases

Effective and retroactive to 01/01/2020	2.00%
Effective and retroactive to 01/01/2021	2.50%
Effective 01/01/2022	2.50%

Effective 01/01/2023

2.50%

D. ARTICLE XVIII SECTION 1, TERM OF CONTRACT

January 1, 2020 through 11:59 pm on December 31, 2023

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Ewing and AFSCME agree to the creation of the job title "Custodial Staff". The base rate is to be negotiated and will not require a Black Seal Boiler license , nor will a CDL be required.

F. All proposals of the parties not set forth herein or in the attachment to this agreement, are withdrawn.

G. This agreement is subject to ratification by the AFSCME membership and approval by the Township before it becomes effective.

By:



President

Date:

3/26/2021

Township of Ewing

By:



Bert Steinmann, Mayor

Date:

3/26/2021

New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: Ewing Township County: Mercer
 2 Employee Organization: AFSCME - Local 2472 Number of Employees in Unit: 39
 3 Base Year Contract Term: 4 year New Contract Term: 4 years

SECTION II: Type of Contract Settlement (please check only one)

- 4 ☒ Contract settled without neutral assistance
 5 ☐ Contract settled with assistance of mediator
 6 ☐ Contract settled with assistance of fact-finder
 7 ☐ Contract settled with assistance of super-conciliator
 8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
 Yes ☐ No ☐

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$ 2,526,734
 10 Longevity Costs in Base Year \$ 0
 11 Total Salary Base \$ 2,526,734

SECTION IV: Salary Increases for Each Year of New Agreement*

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	
13 Cost of Salary Increments (\$)	<u>50,535</u>	<u>64,432</u>	<u>66,043</u>	<u>67,694</u>	
14 Salary Increase Above Increments (\$)					
15 Longevity Increase (\$)					
16 Total \$ Increase (sum of lines 13-15)	<u>50,535</u>	<u>64,432</u>	<u>66,043</u>	<u>67,664</u>	
17 New Salary Base (\$)	<u>2,577,269</u>	<u>2,641,700</u>	<u>2,707,743</u>	<u>2,775,437</u>	
18 Percentage increase over prior year	<u>2.0</u> %	<u>2.5</u> %	<u>2.5</u> %	<u>2.5</u> %	

*If contract duration is longer than five years, please add an additional page.

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
	Vacation Sell back	53,374	1067	1361	1395	1430	
20	Totals(\$):						

*If contract duration is longer than five years, please add an additional page.

SECTION VI: Medical Costs

	Base Year	Year 1
21 Health Plan Cost	\$ 568,161	\$ 579,524
22 Prescription Plan Cost	\$ 154,965	\$ 151,866
23 Dental Plan Cost	\$ 46,800	\$ 46,800
24 Vision Plan Cost	\$ N/A	\$ N/A
25 Total Cost of Insurance	\$ 769,926	\$ 778,190
26 Employee Insurance Contributions	\$ 133,633	\$ 140,074
27 Employee Contributions as % of Total Insurance Cost	14 %	18 %

Employer: Ewing Township

Employee Organization: AFSCME - Local 2472

Page 3

Section VI: Medical Costs (continued)

28 Identify any insurance changes that were included in this CNA.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

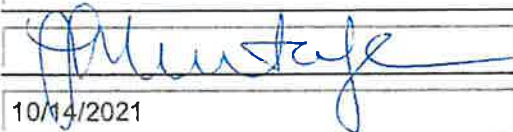
Print Name:

Joanna K. Mustafa

Position/Title:

CFO/Assistant Administrator

Signature:



Date:

10/14/2021

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj.org

A RESOLUTION TO ADOPT REVISIONS OF A NEW CONTRACT BETWEEN THE TOWNSHIP OF EWING (THE "TOWNSHIP") AND LOCAL 2472 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME")

Resolution #16R-219 WHEREAS, the Township of Ewing has been involved in Collective Bargaining Agreement negotiations with AFSCME and said negotiations have resulted in a proposed new Collective Bargaining Agreement; and

WHEREAS, the new Collective Bargaining Agreement will be for the period from January 1, 2016 through December 31, 2019; and

WHEREAS, AFSCME and the Township have agreed to the Proposed Terms of Agreement (MOA) attached to this resolution; and

WHEREAS, AFSCME and the Township have agreed that the work week shall consist of five (5) consecutive eight and one-half hour (8-1/2) days, either Monday to Friday or Tuesday to Saturday. The days include an unpaid one-half hour lunch as set forth in the attached MOU, reflected in Appendix D. Note, however, that there is a revised MOU entered between the parties for a probationary one-hour lunch break program, Appendix E. This one-hour lunch break will be for a probationary ninety (90) day period beginning January 1, 2017; and

WHEREAS, the Collective Bargaining Agreement between the parties will reflect that commencing January 1, 2016, employees shall be paid one thousand (\$1,000.00) dollars for each year of the contract for a clothing allowance. The clothing allowance for the 2016 year shall be paid in one (1) payment after execution of this Agreement. Beginning in the year 2017 and the remainder of this contract, the uniform allowance will be paid in two (2) payments. The first payment will be made by January 31st and the second will be made by July 31st of the year, as long as the employee remains employed with the Township. All employees who are on the payroll effective July 1st of each year are to receive a clothing allowance; and

WHEREAS, the wages agreed to by AFSCME and the Township are as follows: For the period from January 1, 2016 through December 31, 2016, employees covered by this Collective Bargaining Agreement shall receive a two percent (2%) raise over the previous year's wages. For the period from January 1, 2017 through December 31, 2017, wages shall increase for these employees by two percent (2%). For the period from January 1, 2018 through December 31, 2018, employees covered by this Agreement shall receive two percent (2%). For the period from

January 1, 2019 through December 31, 2019, employees covered by this Agreement shall receive a two percent (2%) increase over the previous year's wages; and

WHEREAS, it is agreed that if an employee takes time off for a holiday, vacation, personal day or because he or she is sick, time off, even though the employee is paid for the time, is not considered hours worked and will not be included in the total hours worked for overtime or compensatory time purposes. This section is not applicable to employees when they are called back to work by the Township. If an employee after working overtime is out sick, the employee must bring a medical note or its equivalent in order to be considered for overtime or compensatory time. Requests for overtime will be based upon seniority; and

WHEREAS, the Township and AFSCME have agreed that any employee hired after September 1, 2014, the maximum to be paid by the Township for all unused sick days up to a maximum of fifteen thousand dollars (\$15,000.00) upon retirement. For those hired prior to September 1, 2014, the maximum unused sick pay to be paid upon retirement by the Township is twenty thousand dollars (\$20,000.00).

BE IT RESOLVED that the Township of Ewing hereby adopts and approves the proposed revised contract terms of the Collective Bargaining Agreement between the township of Ewing and AFSCME scheduled to take effect as of January 1, 2016. The approval of the Township is conditioned upon ratification of the proposed contract terms by membership of AFSCME.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 29th day of November, 2016.




Kim J. Macellaro, RMC
Municipal Clerk

**AGREEMENT
BETWEEN
TOWNSHIP OF EWING
and
AFSCME LOCAL 2472
JANUARY 1, 2016 – DECEMBER 31, 2019**

12/1/12
DHS

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AGREEMENT is made and entered into this 1st day of January, 2016, through December 31, 2019, by and between the TOWNSHIP OF EWING, whose address is 2 Jake Garzio Drive, Ewing, New Jersey 08628, hereinafter referred to as the "Employer" or the "Township," and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, Local 2472, Council No. 73.2653A Whitehorse Hamilton Square Road, Hamilton, New Jersey 08690, Public Works , hereinafter called the "Union."

WITNESSETH

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties;

NOW THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the premises, the parties hereto agree as follows:

ARTICLE I

SECTION 1.01

RECOGNITION: The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all its employees in the classifications listed under Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

SECTION 1.02

NO STRIKE CLAUSE: It is agreed that during the term of this Agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, slowdown, stoppage of work, boycott, picketing or willful interference with production, transportation, distribution or delivery of services and that there shall be no lockout of employees by the employer.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, forward copies of such order to the Employer and use every means at its disposal to influence the employees to return to work.

SECTION 1.03

DUES AND DEDUCTIONS:

1. Upon receipt of a lawfully executed written authorization from an employee, the Township agrees to deduct the regular monthly Union dues of such employee from his or her paycheck, and remit such deduction by the tenth (10th) day of the succeeding month to the

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official designated by the Union in writing to receive such deductions. The Union will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted.

2. Any employee shall be eligible to withdraw such authorization only as of January 1st of each year provided notice of withdrawal is filed timely between December 14th and December 24th with the payroll clerk.

3. The Employer agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to Agency Shop provisions, from the pay of each employee covered by this Agreement who does not furnish written authorization for deductions of Union dues, a representation fee equal to eighty-five (85%) percent of Union dues, as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which deductions of dues are to be made, commencing on the first (1st) pay after completion of thirty (30) calendar days following the beginning of their employment in a bargaining unit position. Representation fees shall be withheld on the first (1st) pay after the completion of ten (10) calendar days following re-entry into a bargaining unit for employees who previously served in bargaining unit positions.

a. If, during the course of the year, the non-member becomes a Union member, the Employer shall cease deducting the representation fee and commence deducting the Union dues beginning with the first (1st) paycheck representing the pay period ten (10) calendar days after written notification of the change in status. Conversely, if during the course of the year a union member directs the Employer to cease union dues deductions in a manner appropriate under the terms of this Agreement the Employer shall commence deduction of the representation fee with the first (1st) paycheck representing the pay period ten (10) calendar days after written notification of the change in status. After deduction, representation fees shall be transmitted to the Union in the same manner, and in the same time as Union dues.

b. The Union shall indemnify, defend and save harmless, the Township against any and all claims, demands, suits or other forms of liability that shall arise out of any check-off deductions provided for in this Article I.

c. Further, in consideration for the Township's action in implementing Agency Shop, (P.L. 1979, c 477) the Union shall reimburse the Township for court costs, fees, and judgments incident to suits or other forms of liability that may be incurred by the Township that shall arise out of any of said check-off deductions.

d. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township.

SECTION 1.04

SAFE HARMLESS CLAUSE: The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township as a result of any action by the Township under the provisions of Article I.

SECTION 1.05

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UNION REPRESENTATIVES: The Union agrees that there shall be no solicitation for membership in the Union, signing up of members or collections of initiation fees, dues or assessments on Township work time. Provided, however, that this shall not be construed to prohibit casual or personal conversation about the Union and its activities, and provided further this shall not be construed as permitting employees to quit work or delay their work for the purpose of such conversation.

The Township agrees that the activities described in the above paragraph of this Article may be conducted on the Township property on free time of Union members who are on non-working time.

The employees shall be permitted to distribute Union literature in non-working areas on Township property provided the employees making the distribution are on non-working time.

There shall be no grievance investigation handled during working hours without an officer of the Township or their representative being notified and their permission to do so obtained, nor shall the investigation, presentation, discussion, processing or handling of the grievance interfere in any way with the normal and efficient operation of the facility.

An authorized agent of the Union shall be permitted to visit the facility during working hours after first notifying the Township representative and receiving permission. Said Union representative shall conduct his/her business in such a manner so as not to interfere with the normal and efficient operations of the facility and not disrupt or interfere with employees during working hours.

The Union shall keep the Township currently advised, in writing, within seventy-two (72) hours of the officer or representative of the Union who is authorized to deal with the Township, and no one shall be deemed such representative unless he/she is so designated by the union to the Township.

SECTION 1.06:

EQUAL TREATMENT AND NONDISCRIMINATION: The Employer and Union agree that there shall be no discrimination or favoritism for reasons of sex, sexual orientation, age, nationality, race, religion, political affiliation, physical handicap, marital status, Union membership, Union activities or any other protected reason under law.

The Township and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

ARTICLE II

SECTION 2.01

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MANAGEMENT RIGHTS: It is recognized that the management of the township, its control of its property and the maintenance of order and efficiency is solely the responsibility of the Township. Accordingly, the township retains the rights, including but not limited to, select and direct the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer within the department, to determine the amount of overtime worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed within the unit, maintenance, and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with selection, procurement, design, engineering and the control of equipment and materials, purchase services of other, contract or otherwise except as they may be otherwise specifically limited in this Agreement.

SECTION 2.02

The Township hereby retains and reserved unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States including, but not limited to the following rights:

1. The direction, management and arrangement of the working forces including the right to hire, discipline or discharge for just cause, promote or lay off employees from duty because of lack of work or for other business reasons.
2. The right to require employees to observe the Township's established and documented rules and regulations, or the Township's right to make new rules and regulations relating to the operation of its facilities not inconsistent with the terms of this Agreement
3. The selection of employees for promotion.
4. To determine the employee pay period and method for recording working hours.
5. The enumeration above of management rights shall not be deemed to exclude other management prerogatives not herein enumerated, except as specifically otherwise herein provided.

SECTION 2.03

TERMS AND CONDITIONS OF EMPLOYMENT: Except as otherwise provided herein, all rights and benefits which the employees of the township have heretofore enjoyed and are presently enjoying as contained in Township Ordinances, Rules and Regulations, and/or Policies and Procedures and Civil Service Commission in effect as of December 8, 2014, shall be maintained and continued by the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all applicable State Statutes, Rules and Regulations, Policies and Procedures of the New Jersey Public Employment Relations Commission, Township Ordinances and Resolutions, except as specifically modified herein, shall remain in full force and effect

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during the term of this Agreement and shall be incorporated in this Agreement as set forth at length.

Bargaining unit employees shall be entitled to all benefits and terms and conditions of employment provided by the Township's current Personnel Policy, which are only superseded by any specific term and condition covered by the instant Collective bargaining Agreement.

All new Rules and Regulations and Policies and Procedures proposed by the Township affecting working conditions, or any of the Terms and Conditions of this Agreement shall be submitted to the Union for review and discussion before being implemented. All such rules and policies shall be consistent with New Jersey State Statutes, Township Ordinances and this Agreement.

ARTICLE III

SENIORITY

SECTION 3.01

DEFINITION OF SENIORITY

TOWNSHIP SENIORITY: Township Seniority is defined as an employee's continuous length of service with the Township, beginning with his or her initial date of hire. Any authorized leave of absence, including layoffs and/or recall, will be considered to be continuous service.

SECTION 3.02

1. Seniority shall be given preference in promotions, demotions, layoffs, recall, vacation scheduling, and work shifts as defined in Paragraph below..
2. Where ability to perform work, license, credentials, prior work experience are considerations in application of the above paragraph, determination shall be made by the Employer.
3. The Township shall promptly advise the appropriate Union representative of any change, which necessitates amendments to the seniority list.
4. The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to the Union upon a reasonable request.

SECTION 3.03

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Seniority is defined as an employee's continuous length of service with the Township beginning with their date of hire. Seniority for classified employees shall commence on the date of obtaining permanent status.

Reasons for termination of seniority and recall right forfeiture are as follows:

1. Failure to notify the Township of intent to return to work within five (5) days after the date recall notice is sent by certified mail to the employee's last address on record with the Township, or failure to report for work within five (5) working days after the date recall notice is sent by certified mail to the employee's last address on record with the Township.
2. If the employee quits.
3. If the employee is discharged.
4. If the employee is absent from work for five (5) consecutive working days without advising the Township and giving reasons satisfactory to the Township for such absence, except in extreme and unforeseen circumstances: i.e., coma.
5. If the employee overstays a leave of absence without notifying the Township.
6. If the employee gives a false reason for a leave of absence or engages in other employment during such leave.
7. If the employee is laid off for a continuous period of twelve (12) months.

SECTION 3.04

PROBATIONARY EMPLOYEES:

There is established a probationary period of ninety (90) calendar days during which time an employee learns the duties and responsibilities of the position. During this period supervisors will evaluate the employee's work performance and conduct to determine whether the employee merits permanent status. Halfway through the probationary period and again ten (10) calendar days prior to the expiration of the probationary period, the department head may submit to the Township a written evaluation of the employee's performance to date. If the employee's performance is not satisfactory during his or her working test period, the appointing authority may dismiss the employee or, in the case of promotion, revert the employee back to his or her former position if that position is still open. Upon the successful completion of the probationary period, seniority will revert back to the initial date of hire.

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An employee hired to fill a "non-competitive" position (as that term is defined by the State of New Jersey Department of Civil Service) whose performance has been satisfactory after serving a ninety (90) calendar day probationary or working test period, will upon recommendation of his/her supervisor attain permanent status in that position. If the employee's performance is unsatisfactory during his/her working test period, the Appointing Authority may dismiss the employee or in the case of promotion revert the employee back to the former position if that position is still open.

In all cases an employee appointed to any position will be subject to a minimum probationary period of ninety (90) calendar days. The Township may extend the probationary period for an additional thirty (30) calendar days, or in the case of promotion, revert the employee back to his/her former position as set forth in N.J.A.C. 4A:4-1.9.

SECTION 3.05

LAYOFF: Layoff shall be defined as the involuntary separation of an employee for reasons other than delinquency or misconduct. In the event of a layoff, the last person employed shall be the first person laid off in a given job classification. On recall after a layoff, employee shall be transferred and recalled in reverse order according to the needs of the Township and according to Civil Service rules regarding layoffs.

The Township may lay off an employee for the purpose of efficiency or economy or other valid reason requiring a reduction in the number of employees in a given class. In the event of a layoff, the last person employed shall be the first person laid off in a given job classification.

On recall after a layoff, employees shall be transferred and recalled in reverse order, according to the needs of the Township and according to Civil Service rules regarding layoffs.

ARTICLE IV

LEAVE OF ABSENCE

SECTION 4.01

1. **PAID SICK LEAVE:** Sick leave for permanent employees shall accumulate on the basis of one (1) day per month from the date of hire until the expiration of one (1) full year of employment of said employee, and thereafter fifteen (15) days per year pro-rated from the employee's anniversary date through the end of that calendar year.

2. Sick days are credited to all permanent employees in advance on January 1st of each year after the first full year of employment. However, these days are credited anticipating

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the employee shall work the full twelve (12) months during the year. If not, then the sick days shall be pro-rated from the employee's anniversary date that year through the end of the calendar year.

3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

4. If any employee is absent for reasons that entitled him/her to sick leave, his/her supervisor or its designee shall be notified prior to the employee's starting time or in conformance with department regulations as may be adopted from time to time. Under no circumstance can an employee call in after the start of their work shift.

5. An employee who has been absent on sick leave for five (5) consecutive work days will be required to submit acceptable medical evidence substantiating the illness. If there is a reasonable belief by the Township that an employee has habitually abused the sick leave policy the employee shall be required to bring in medical certification prior to their return to work. Continued abuse of the sick leave policy can lead to disciplinary action.

6. Sick time shall not be used in conjunction with vacation, personal days or holidays unless a physician note is provided that substantiates the illness.

7. Sick leave credits shall continue to accrue while the employee is on an approved leave with pay. Credits shall not accrue while an employee is on any leave without pay, except military leave and/or leave of absence under an approved Federal and State Family Medical Leave Act (FMLA).

8. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected.

9. A permanent employee will be permitted to use his or her sick leave for emergencies incurred by members of their immediate family in accordance with the New Jersey Civil Service definition of immediate family and in accordance to the State and Federal regulations under the Family Medical Leave Act (FMLA).

10. To the extent that N.J.S.A. 11A:6-5 is amended to revise the use of sick time by employees hired after the effective date of such amendment, said new employees shall be bound by such amendments.

SECTION 4.02

LEAVES OF ABSENCE:

Permanent employees may request a leave of absence with or without pay for good cause. The Business Administrator may either approve or deny the request for justified reasons. A Leave of Absence will not be granted in cases where a change in employment is involved. An employee who does not return to or overstates a leave of absence may be considered to have quit

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their employment, and if rehired, shall be considered a new employee. An employee desiring a leave of absence shall submit a request in writing to the Township and complete any leave papers stating the reason for and duration of the leave requested. The Township shall notify the employee of their determination in writing prior to the employee's requested leave date. Employees covered under this Agreement shall continue to receive all benefits provided by the Township at no cost as if they were still working for as long as they are on an approved leave listed below. An employee may be eligible for the following types of leave:

1. Leave of absence without pay shall be at the discretion of the Township.
2. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided, however, that sick leave and vacation leave shall not accrue with the exception of those on military leave or under the Family Medical Leave Act.
3. Family Leave Act (FLA), SAFE Act, FMLA, Bereavement Leave, Jury Duty Leave, General Time-Off, Fire Time-Off, Leave of Absence Policy, Occupational Leave, Military Leave, and Donated Time-Off Policy as provided in the Policy & Procedure Manual dated December 8, 2014.
4. PERSONAL DAYS: Employees covered by the provisions of this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business. Said leave shall not be taken unless 48 hours' notice thereof has been given the employee's supervisor. IN the event that less than 48 hours' notice is given, said leave may be taken only upon authorization by said supervisor. The Township reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

In the year in which an employee is hired by the Township or terminates his or her employment (except for discipline or other than regular retirement) personal days shall be pro-rated from the employee's date of hire to the end of the calendar year or from the beginning of the calendar year to the employee's date of termination.

5. An appointing authority may grant a leave of absence without pay to any employee elected or appointed as an official of the employee's Union. The maximum number of days shall be subject to negotiation between the employer and the Union. N.J.S.A. 4A:6-1.16.

SECTION 4.03

OCCUPATIONAL INJURY:

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1. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of injury, when substantiated by the Township Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workers' Compensation paid under the New Jersey Workers' Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one hundred thirty-five (135) working days from the date of injury.

In the event that an injured employee receives temporary disability under workers' compensation during the course of the aforementioned one hundred thirty-five (135) working days, he or she is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Finance Officer of the Township. Said tender of draft to the Township of Ewing will be reimbursement of the Township to be applied toward payment of the injured employee's full salary during the course of the aforementioned leave. In the event that the injured employee does not endorse and turn over the aforementioned draft to the Finance Officer of the Township of Ewing, he or she shall not then receive full pay but only the difference between the compensation pay and his or her full pay during the leave period.

2. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

SECTION 4.04

UNION SHOP STEWARDS & NEGOTIATING COMMITTEE MEMBERS: The Union Business manager or their designee shall appoint Union Shop Stewards and Assistant Shop Stewards as well as Negotiating Committee Members as he/she deems necessary.

The Township understands that the choice of and removal from office of Stewards, or Negotiating Committee Members is a function of the Union. The Union shall notify the Township within seventy-two (72) hours of any changes in the makeup of the members.

The bargaining unit is granted an aggregate of nine (9) days per year with pay for Union business solely. Union business shall include education seminars, union sanction meetings or union convention, not to exceed two (2) representatives at any one time and each representative will be charged one union day. The union is to give prior notice to the division head of which individual will be attending and certify the dates and location of union business.

The Union shall provide five (5) working days' notice of any scheduled training, conference or seminar.

SECTION 4.05

MILITARY LEAVE: Leave for military purpose shall be granted to the Employee in accordance with the New Jersey Civil Service regulations and/or New Jersey Statutes.

SECTION 4.06

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JURY DUTY:

1. In the event that an employee is ordered to jury duty, the employee will be granted time off as the court requires. Absence from work will not be counted against regular vacation leave, sick leave, or personal days.
2. All requests for jury duty leave must be filed with the employee's appropriate Department Head prior to the start of jury duty. The employee must provide a copy of the court notice to their Department Head for forwarding to the Personnel Office.
3. The employee will be paid only for the time required to be on-call at the courthouse and/or the time actually serving on a jury. Payment will be made only to the extent that jury service prevents the employee from reporting to work. If there are times the employee is not scheduled to be on-call or at the courthouse or to serve on a jury, the employee must report to work. If the employee is released from jury duty, the employee must return to work immediately, if the employee has two (2) or more hours remaining in the workday, in order to receive pay for that day. Documentation is required to demonstrate the time the employee is released from jury duty..

SECTION 4.07

NON-PAID LEAVE OF ABSENCE

1. The Township will grant a leave of absence, without pay, to one (1) employee to accept full-time Union employment for a period of one (1) year. The employee may request an additional six (6) month extension subject to the approval of the Mayor. Sixty (60) days' notice shall be given to the Township by any employee requesting such a leave.
2. Leave of absence without pay shall be at the discretion of the Township.
3. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits provided, however, that sick leave and vacation leave shall not accrue with the exception of those on military leave or under the Family Medical Leave Act (FMLA).

SECTION 4.08

BEREAVEMENT LEAVE:

Unless otherwise provided in an applicable CBA, the following bereavement leave policy shall apply.

1. For purposes of this section, family members include mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, and relatives or significant others who were living in the household of the employee at the time of death.

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2. In the event of the death of an employee's family member, five days' time off with pay will be granted to permit the employee to attend funeral services and attend to funeral related needs. The employee may use this time non-sequentially to accommodate family needs and attendance at services. In the event of the death of the following other relatives, an employee will be granted time off with pay for the day of the funeral: brother-in-law, sister-in-law, aunt, uncle, grandparent or biological parent of the employee's child.

3. In the event long distance traveling in excess of 150 miles one-way is involved, the policies set forth in this section may be modified at the discretion of the Administrator.

4. The employee must provide reasonable proof of death to their Division Head for forwarding to the Personnel Office, prior to payment for days taken as bereavement leave. Additionally, an employee must verify in writing the exact relationship between the employee and the deceased.

ARTICLE V

Section 5.01

GRIEVANCE PROCEDURE: A grievance is defined as a disagreement or dispute either contractually or non-contractually between the employee and the Township concerning the terms of employment. It is the policy of the Township that every employee at all times be treated fairly, courteously and with respect. Conversely, every employee is expected to accord the same treatment to their associates, supervisor and the public. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

The grievant shall be represented by either the Union shop steward or Union Business Representative at any and all Steps of the Grievance Procedure. The Township shall forward to the Union all written dispositions of grievances involving bargaining unit employees. All meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.

All grievances shall be settled in the following manner:

STEP 1: The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence or within five (5) working days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

STEP 2: If the grievance has not been settled, it shall be presented in writing to the Department Head within five (5) days after the supervisor's response is due. The Department

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Head shall respond to the steward in writing within five (5) days. If the grievance is not presented in writing in accordance with this stipulation within five (5) days, it shall be deemed abandoned. The employee may be represented by a Union officer, steward, the local Union President or his or her designee. Time lost from work to process grievance, and such discussions or meetings by the grievant and local Union officer, steward, the local Union President or his or designee will result in no loss of pay.

STEP 3: If the grievance still remains not settled, it shall be presented to the Personnel Officer in writing within seven (7) days after the response of the Department Head is due. The Personnel Officer will hold a hearing within ten (10) days of receipt of presentation of the grievance to him or her. The Personnel Officer shall respond in writing within ten (10) days. If the grievance is not presented in writing in accordance with this provision within **seven (7)** days, it shall be deemed abandoned. The employee may be represented by a steward, the local Union President or his or her designee, and representative of the AFSCME Council. Time lost from work to process grievance, and such discussions or meetings by the grievant, steward and local president or his or designee will result in no loss of pay.

STEP 4: If the grievance still remains not settled, it shall be presented to the Business Administrator, in writing, within seven (7) days after the response of the Personnel Officer is due. The Business Administrator will hold a hearing within ten (10) days of the receipt of presentation of the grievance to him or her. The Business Administrator shall respond, in writing, within ten (10) days. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) days, it shall be deemed abandoned. The Business Administrator will hold a hearing within ten (10) days of receipt of presentation of the grievance to him or her.

STEP 5: If the grievance still remains not settled, it shall be presented to the Mayor, or their designee in writing, within seven (7) days after the response of the Business Administrator is due. The Mayor, or their designee will hold a hearing within twenty (20) days of receipt of presentation of the grievance to him or her. The Mayor or his designee shall respond in writing within thirty (30) days. If the grievance is not presented, in writing, in accordance with this stipulation, within seven (7) days, it shall be deemed abandoned. Mayor or his designee will hold a hearing within twenty (20) days of receipt of presentation of the grievance to him or her.

STEP 6: In the event the grievance has not been satisfactorily resolved at Step 5, AFSCME Local 73, and only the AFSCME Local 73, may submit the matter to binding arbitration in accordance with the procedures of the New Jersey State Board of Mediation, or the Public Employees Relations Commission on the following conditions:

1. The request for arbitration shall be filed by the Union Business Manager or his designee.
2. The request for Arbitration must be filed with the appropriate agency no later than thirty (30) working days after receipt of the response or expiration of the time at Step 5.
3. The grievance is a contractual grievance.

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4. The Union's decision to request the movement of a grievance to Arbitration or to terminate the grievance prior to submission to Arbitration is final.

5. Any late cancellation fees shall be the responsibility of both parties requesting the postponement unless the cancellation was unilateral.

Section 5.02

DISCIPLINARY PROCEDURE: An employee may be disciplined for just cause. Violations of the rules identified below may call for some form of disciplinary action. In some cases, the action may result in either verbal or written warnings, followed by suspension, demotion and discharge. In serious cases or cases where an employee has previously violated the same or other rules or is not performing at an acceptable level, the employee may be subject to immediate discharge. It is necessary to point out that the types of misconduct identified below are merely examples of conduct that may lead to disciplinary action. This is not a complete list of all types of conduct that can result in disciplinary action, up to and including discharge.

In all cases of disciplinary action taken against an employee by the Township, the employee has the right to have their Union representative present at any meeting and shall also have the right to file a response to all charges made against them in the form of a written grievance. All disciplinary actions must be documented and a copy provided to the Personnel Department.

If the employee files a written grievance within five (5) working days of an event no action shall be taken against the employee including suspension until such time as a hearing has been held and a determination has been made.

Progressive discipline shall be used whenever possible prior to any disciplinary proceedings. The following procedure shall be taken involving disciplinary action by the Township:

- Step I. Verbal warning: Any counselling or verbal warning must be documented;
- Step II. Written reprimand;
- Step III. Minor, suspension of five (5) days or less;
- Step IV. Major, suspension of over five (5) days, or termination;

Serious breaches of discipline may require immediate suspension or dismissal rather than counseling, warning or written reprimand. When the presence of the employee is determined to be dangerous to the welfare of the employees, or detrimental to the interest of the Township, the Business Administrator, or his/her designee may suspend the offender immediately pending investigation, formal charges and subsequent hearing. Such hearing shall be held within thirty (30) days of the suspension.

The Union shall be notified immediately of all formal disciplinary charges. The employee has the right to representation at all meetings involving either possible disciplinary action and, or

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actual disciplinary action. In all cases the employee shall have the right to attach a written rebuttal to all charges filed. against him/her.

1. Violation of any of the following rules, because of their seriousness, may result in immediate discharge without prior disciplinary warning:

1. Obtaining employment based upon pertinent false or misleading information or falsifying information in or making material omissions in any documents of record.
2. Malicious or willful destruction or damage to Township property or supplies or the property of another employee or a visitor.
3. Theft or inappropriate removal from Township premises of property or supplies or the property of another employee or a visitor.
4. Bringing or possessing firearms, weapons or any other hazardous or dangerous devices on Township property or during on-duty time without proper authorization.
5. Absence without authorization.

2. Infractions of the following rules may, depending on the seriousness of the offence and all pertinent facts and circumstances, result in disciplinary action, including counseling, verbal or written warning, suspension or discharge:

- a. Continuous unsatisfactory job performance and/or neglect of duty.
- b. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
- c. Inability to perform job duties.
- d. Insubordination, including refusal to do assigned work or refusal to perform work in the manner described by a supervisor without proper justification.
- e. Possession of alcohol or any unlawful drug while on duty or while on Township premises or reporting to work under the influence of alcohol or any unlawful drug.
- f. Conviction of a criminal act.
- g. Participation in any political activity prohibited by Federal or State laws or Township ordinances during working hours.
- h. Conduct unbecoming a public employee.

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- i. Frequent or excessive tardiness or absence from work or an employee's work area.
- j. Violating safety rules as outlined by the Township or engaging in conduct that creates a safety or health hazard.
- k. Fighting or provoking a fight on Township time or property.
- l. Falsifying or destroying any timekeeping record, punching another employee's time card or allowing another employee to punch one's time card.
- m. Leaving Township premises or ones' job during working hours without notification to the supervisor or department head and obtaining permission.
- n. Action that endangers others, Township property or disrupts work.
- o. Hostile working environment.
- p. Sleeping while on duty.
- q. The use of threatening or abusive language toward a fellow employee or the public.

3. Disciplinary action may consist of either verbal or written notice.

- a. If verbal, the supervisor or the Department Head shall inform the employee of the complaint and shall attempt to resolve the matter by discussing the infraction with the employee in the presence of the Union Shop Steward. If the matter can be satisfactorily resolved, the supervisor or the Department Head may consider the matter closed.
- b. The supervisor or the Department Head, shall inform the Business Administrator who will place a memo in the employee's personnel file. The employee will be allowed to see its contents prior to insertion in the file and file a written rebuttal.
- c. If the infraction is of such a nature that it warrants a written reprimand, a written memo setting forth the nature of the infraction and comments by the supervisor and, or Department Head shall be forwarded to the Business Administrator. A copy of the memo shall be furnished to the employee. Within ten (10) days after receipt of the memo, the Business Administrator will schedule a meeting with the employee and the department head. The Business Administrator will review the facts and make a decision.

A written report of the meeting and of the action taken will be made and a copy placed in the employee's personnel file. A copy shall also be furnished to the employee. The employee shall have the right to attach a written rebuttal to the report.

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Disciplinary matters can be appealed to the Office of Administrative Law and are not subject to binding arbitration. Criminal matters are handled pursuant to N.J.A.C. 4A:2-2.7.

ARTICLE VI

HOURS OF WORK

SECTION 6.01

WORK WEEK: The work week shall consist of five (5) consecutive eight and one-half (8-1/2) hour days, either Monday to Friday or Tuesday to Saturday. The days include an unpaid one-hour lunch as set forth in the attached MOU..

SECTION 6.02

WORK SCHEDULE: Work schedules showing the employee's shifts, workdays, and hours of work shall be posted on the Department bulletin board at all times. Except for emergency situations, work schedules shall not be changed unless the Union is made aware of the change by no less than twenty (20) days' notice. However, the Union recognizes that management has the right to change the work schedule as it deems necessary.

SECTION 6.03

OVERTIME

Employees may be required to work in excess of their normal work schedule. Overtime may only be authorized by the Business Administrator. Employees shall be entitled to compensation of 1.5 times their base rate of pay for time over 40 hours, which, applies to your work schedule.

If an employee takes time off for a holiday, a vacation, personal day or because he or she is sick, the time off, even though the employee is paid for the time, is not considered hours worked and will not be included in the total hours worked for overtime or compensatory time purposes.

For employees working Monday through Friday, Saturday is time and a half and Sunday is double time. For employees working Tuesday through Saturday, Sunday is time and a half and Monday is double time. (Employees absent due to excused sick, vacation or holiday will not have this time credited as worked.) Overtime opportunities shall be distributed as equally as possible among employees in the same job classification, public works division and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked. This section is not applicable to employees when they are called back to work by the Township. If an employee, after working overtime is out sick, the employee must bring a medical notice in order to be considered for overtime or compensatory time. Requests for overtime will be based upon seniority.

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SECTION 6.04

CALL-IN TIME:

Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one half for such work and is guaranteed not less than four (4) hours pay at the overtime rate, provided, however, if the employee elects to leave upon the completion of the work assignment and such assignment requires two (2) hours or less, said employee will be paid a minimum of two (2) hours at the overtime rate.

If the assignment exceeds two (2) hours, the employee shall be entitled to the guaranteed four (4) hours pay at the overtime rate.

In the event that an employee's call-in time work assignment and his/her regular shift overlap, said employee shall be paid in the following manner:

1. If the employee's call-in time work assignment commences more than two (2) hours prior to the start of his/her normal shift, said employee shall be paid time and one half for all hours worked prior to the start of his normal shift. Effective as of the starting time of his/her normal shift, said employee shall then be paid at his/her normal straight time rate of pay.

SECTION 6.05

PAY UPGRADES: The pay scales for all employees covered by this Agreement shall be as set forth in Appendix A and Appendix B attached. Any employee who performs work in a higher paid classification other than his or her own for at least four (4) consecutive hours shall be paid at the rate of the higher classification when authorized by his or her immediate supervisor and the Business Administrator for the time actually worked in higher classification. To be paid, the employee must meet the qualifications required for the higher classification as indicated in the Civil Service Job Specification.

BHS (Q) **PESTICIDE OPERATOR:** For any certified pesticide operator (~~not to exceed three in this unit~~) they shall receive ~~an additional \$200.00 pensionable wages.~~ *\$1.00 per hour for each hour worked in that capacity*

BHS (Q) **POOL OPERATOR:** For any certified pool operator (~~not to exceed three in this unit~~) they shall receive ~~an additional \$200.00 in pensionable wages.~~ *\$1.00 per hour for each hour worked in that capacity.*

SECTION 6.06

OUTSIDE EMPLOYMENT: An employee is permitted to have outside employment as long as it does not interfere with the employee's duties or performance.

ARTICLE VII

SECTION 7.01

HOLIDAYS:

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1. There shall be eleven (11) paid holidays during the term of this Agreement.

- | | |
|----------------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King's Birthday | 8. Veteran's Day |
| 3. Washington's Birthday | 9. Thanksgiving Day |
| 4. Good Friday | 10. Day After Thanksgiving |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | |

2. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In the event the Township has to change the date to comply with the State, it will be celebrated on the date that the State sets forth.

3. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. Employees scheduled Tuesday through Saturday, it will be celebrated on Tuesday. Employees scheduled Wednesday through Sunday, it will be celebrated on Wednesday. In the event the Township has to change the date to comply with the State, it will be celebrated on the new date that the Township sets forth.

4. In the event a holiday falls within an employee's vacation period, the holiday shall not be charged against vacation leave.

5. In order to qualify for holiday pay, employees must work his or her scheduled workday immediately preceding the holiday and his or her scheduled workday immediately following the holiday unless on an excused absence and the employee must have worked at least 32 hours in the work week (work being defined as actual work, or paid vacation, sick or personal day(s)). If employee calls out sick the day before and/or the day after a holiday and he/she fails to obtain an excused absence from their physician, they will not receive pay for said holiday and could face additional disciplinary action.

6. Permanent employees with three (3) or more consecutive months seniority are eligible for holiday pay.

7. Whenever a holiday falls during the time an employee is on paid sick leave that day will not be charged against his or her sick leave.

8. Employees who are on leave of absence without pay will not be eligible for holiday pay.

ARTICLE VIII

SECTION 8.01

VACATIONS:

1. All full time employees shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave and/or on an approved family medical leave under the FMLA, shall be deducted from the

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employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacation with pay shall be granted to employees as follows:

From date of hire to completion of 1 year of continuous service:	1 day per month
After completion of 1 year of continuous service:	14 working days
After completion of 5 years of continuous service:	17 working days
After completion of 11 years of continuous service:	22 working days
After completion of 17 years of continuous service:	23 working days
After completion of 19 years of continuous service:	24 working days
After completion of 20 years of continuous service:	25 working days
After completion of 25 years of continuous service:	27 working days

Notwithstanding the above schedules, in the year in which an employee receives an additional number of vacation days, those additional days shall be prorated from the employee's anniversary date that year through the end of the calendar year.

2. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

Vacation allowance must be taken during the current calendar year or the employee shall lose said vacation time. It also must be taken at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure at work. Any unused vacation may be carried forward into the next succeeding year only. A permanent employee is permitted to carry over one-half of employee's allotted vacation time into the following year. It is understood between the parties that unused vacation cannot be carried over for more than one year.

3. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return, and for the year proceeding, providing the latter can be taken during the year of return.

4. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

5. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his or her estate a sum of money equal to the compensation figured on his or her salary rate at the time of his or her death. Notwithstanding the above schedule, in the year in which an employee receives an additional number of vacation days, those

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additional days shall be prorated from the employee's anniversary date that year through the end of the calendar year.

6. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except military leave and/or on an approved family medical leave under guidelines of the FMLA.

7. Employees called back to work while on vacation shall receive double time for that time.

8. Upon retirement all employees will receive all benefits up to State limits.

9. Employees are required to submit requests for vacation leave no later than April 15th of each calendar year. Requests received after April 15th of each calendar year are at the discretion of the employer and will not be based on seniority.

10. Employees will be allowed to sell back up to five (5) vacation days per calendar year beginning January 2017.

ARTICLE IX

SECTION 9.01

GENERAL PROVISIONS:

1. The Employer agrees to make available a bulletin board for the Union. Said bulletin board shall be used for posting the following notices: Union meetings, Union elections and returns, Union appointments to office and Union recreational or social affairs.

2. If any provision of this Agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in effect. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

3. Proposed modifications, changes, or new rules and regulations will be discussed by the members of the bargaining unit and the respective divisions prior to formal adoption. Members of the respective units may further make recommendations with regard to the aforementioned proposed modifications, changes or new rules and regulations to the respective divisions.

4. The Township agrees to reimburse employees for the cost of obtaining or renewing any certification or license required by their employment with the Township. Any employee who wishes to be reimbursed for obtaining a certificate or license that is not required for their current position must first receive approval by the Director of Public Works and the Business Administrator.

SECTION 9.02

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LONGEVITY: Effective January 1, 2013 and each year thereafter, no payments for longevity will be paid to any member of the Association.

SECTION 9.03

CLASSIFICATION AND JOB DESCRIPTION: The classifications for employees covered by this Agreement are attached hereto as Appendix A and Appendix B and by reference are made part of this Agreement.

If during the term of this Agreement the Township determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to in the grievance procedure commencing with Step 3 of this Agreement. The above does not include titles outside the bargaining unit. This provision is not applicable in the event that Civil Service retitles a job or changes a title through a mass change.

Should the Union have a question about a job description, the Department Head will furnish a copy of the Civil Service Job Specification. Any additional questions should be directed to the Personnel Officer.

Notwithstanding anything in this contract article to the contrary, the parties shall agree that all employees that are heavy truck drivers, or any title recognized as equivalent or higher than truck drivers are required to possess a Commercial Driver's License (CDL) as well as any certification required under the member's job title.

SECTION 9.04

SAFETY AND HEALTH: The Employer will make a reasonable effort for the safety and health of its employees and will provide employees with foul weather gear when necessary, tools or devices (including belts and safety vests) deemed necessary, in order to ensure their safety and health. When such materials are issued, it is the employee's obligation to use them. The Employer and Union shall endeavor to designate a safety committee member from the division covered under this Agreement. It shall be the joint responsibility of the safety committee to investigate and correct unsafe and unhealthy conditions. The committee will meet periodically as necessary to review conditions in general and to make recommendations to either or both parties, when appropriate. The employer will provide the Union safety members reasonable time to investigate safety or health complaints in their division during their working hours at no loss of pay. The employee must first obtain permission from his or her immediate supervisor and it is understood that during this investigation he or she will not interfere with work assignments of others. The Employer's safety member will accompany him or her on his or her investigation.

SECTION 9.05

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REST PERIOD: The Employer shall grant one (1) fifteen (15) minute paid rest period in the A.M. at a time designated by the Department Head. An additional one (1) fifteen (15) minute paid rest period in the P.M. may be granted by the Department Head at his/her sole discretion.

SECTION 9.06

LATENESS AND ABSENCE: Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent. If the employee does not call in, he or she will not be paid for the period unless circumstances beyond his or her control preclude his or her call. Excessive lateness and unjustified absence shall be cause for suspension or termination.

SECTION 9.07

CONTRACTING WORK OUT: The employer shall have the right, at its discretion, to apportion work by contract or sub-contract to others as it may see fit in order that the services which have to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or sub-contracting of work performed by the Township employees shall not result in a mass layoff of said employees covered by this Agreement.

SECTION 9.08

EMERGENCIES: In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Mayor and will not be subject to the grievance procedure.

In the event that a disaster or an emergency is declared by the Mayor of Ewing Township and the members of the Bargaining Unit work that day and are not released prior to the eight (8) hours for the regular shift and the other employees of the Township do not work that day because of the declared disaster or emergency, in that event the Bargaining Unit employees will be given a compensatory day. That compensatory day is to be taken at the discretion of the Department Head.

If the employee does not accept overtime during an emergency situation and does not have a reasonable excuse for not accepting overtime, they could be subject to disciplinary action including removal.

ARTICLE X

MEDICAL AND HOSPITAL INSURANCE BENEFITS

SECTION 10.01

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1. Effective January 1, 2013, employees employed sixty (60) days for health and benefit purposes and ninety (90) days for dental and optical coverage purposes and are full-time will pay a portion of the health insurance premiums in accordance with Public Law 2011, Chapter 78 and Public Law 22, Chapter 2.

2. The parties agree that the Township shall have the right to change insurance carriers or to self-insure so long as the new plan is equal to or better than the current plan.

3. The parties agree that the level of benefits and plans including prescription co-pays under the State Health Benefits Plan are subject to change by the State Health Benefits Commission and that the Township has no control over such changes and is not liable to any unit member if the Commission makes such changes during the length of this contract.

In the case of an employee that re-enrolls in the Township provided health plan, the Township will be entitled to a pro-rated return of the amount received by the employee as a result of an employee's waiver.

4. The Township will provide paid retiree medical, hospitalization, prescription drug benefits to eligible retirees at the same cost and the same level of benefit as provided to active employees subject to the following:

- a. The eligible retiree must have twenty-five (25) or more years of service credit in the State Public Employment Retirement System of New Jersey (PERS).

5. A minimum of the eligible retiree's last fifteen (15) years of employment prior to their retirement must have been with the Township. The eligible retiree must have been an employee of the Township immediately prior to their retirement. At such time as the eligible retiree becomes Medicare Part B eligible, the eligible retiree will be reimbursed for the cost of the Medicare Part B coverage. In addition, it is expressly understood that the Township will also provide supplemental coverage to Medicare Part B. Effective July 1, 2014, the spouse of any member hired shall not be eligible for Medicare Part B benefits. For those employees hired prior to July 1, 2014, a spouse will not be eligible for Medicare Part B benefits until the Township retiree becomes eligible.

6. Upon the death of the covered retired employee, all coverage pursuant to this provision shall be terminated pursuant to the State of New Jersey in which the covered retired employee deceased.

SECTION 10.02

OPTICAL AND DENTAL:

The Township shall pay 100% of the dental premium of the Dental Plans currently approved by the Township for either an employee plan, employee/spouse plan, employee/child plan, or family plan.

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B. The vision reimbursement shall be up to a maximum amount of \$400.00 per family member per calendar year.

If a Township employee is married to another Township employee, they shall not each receive dental coverage and vision reimbursement.

ARTICLE XI

SECTION 11.01

ACCESS TO PERSONNEL FOLDER:

An employee shall within five (5) working days of written request to the Personnel Department have an opportunity to review his or her personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the Township during the term of this Agreement. He or she shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in his or her file.

SECTION 11.02

VITAL INFORMATION: It is the responsibility of each employee to notify the Township, within thirty (30) days, of any change in vital information as listed below. Failure of the employee to notify the Personnel Officer of a change within thirty (30) days shall result in disciplinary action.

1. Name;
2. Address;
3. Telephone number;
4. Marital status;
5. Dependent children;
6. Deductions on W-4 forms;
7. Change in status for health programs;
8. Change in status of Deferred Compensation Plan;
9. Change in status of payroll deductions, if any.

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ARTICLE XII

(Intentionally Omitted)

ARTICLE XIII

SECTION 13.01

MEMBERSHIP PACKETS: The Union may supply kits or packets which contain information for distribution to new employees, including the role of the Union, a membership application and a copy of this Agreement as well as other material mutually agreed to by the Township and the Union. The Union agrees to distribute such membership kits or packets to new employees during the initial phase of employment.

ARTICLE XIV

SECTION 14.01

PROMOTIONS/POSTING OF POSITIONS:

1. Promotion qualifications and procedures for permanent classified employees are governed by the Civil Service laws, rules and regulations.
2. All provisional job openings will be filled by promoting within the Department from the next lower-rated in-line job titles, provided that the employee possesses the necessary skill, ability and knowledge to perform the duties required of the higher rated job. Management retains the right to fill all open competitive job openings. The Township will follow all Civil Service rules and regulations. This section supersedes all previous sections.
3. Notice of all job vacancies will be forwarded to the union president prior to posting. Management reserves the right to determine if a vacancy needs or will be filled.
4. Existing or planned job vacancies in the bargaining unit will be posted in all work locations on the bulletin boards. The posting will include a description of the job. Any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making application and said application must be made within five (5) working days of posting. A copy of the posting will be given to the Union President.

ARTICLE XV

SECTION 15.01

WORK UNIFORMS: All employees are required to wear uniforms to work. The uniforms have been selected by management with input and consultation with the Union.

The Township of Ewing will continue to provide safety shoes to those employees who are entitled to same. Each permanent and provisional (not temporary, seasonal or interim) employee shall receive an annual clothing allowance (inclusive of uniform and boots) of

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\$1,000.00. Payment of this allowance shall be \$500.00 on January 31st and \$500.00 on June 30th of each contract year. Employees are responsible for the purchase and maintenance of uniforms out of the clothing allowance provided herein. If an employee is not in proper uniform, he or she may be sent home and subject to progressive discipline.

In the event that the Employer changes the uniform provided for herein, the Employer shall pay and/or provide for the first set of clothing required of each employee. A set of clothing shall be defined as five (5) t-shirts, five (5) long-sleeved t-shirts, three (3) sweatshirts, two (2) hooded sweatshirts, rain gear and one (1) cold weather coat.

The Employer shall purchase all rain gear and cold weather coats and replace same, if damaged by work-related conditions.

ARTICLE XVI

SECTION 16.01

RETIREMENT – UNUSED SICK PAY: Permanent employees in the bargaining unit who enter regular retirement in accordance with PERS, and have to his or her credit, any earned and unused sick leave, shall be entitled to receive supplemental compensation for each earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of the eligible employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment prior to the effective date of his or her retirement, provided, however, that no such supplemental compensation shall exceed fifteen thousand (\$15,000.00) dollars for any employee hired after September 1, 2014. Employees hired prior to September 1, 2014 may only receive a maximum of \$20,000.00 in supplemental compensation. This supplemental compensation shall be paid in a lump sum within sixty (60) days after the effective date of retirement, provided however that if the employee has failed to notify the Municipality in writing at least six (6) months prior to the employee's effective date of retirement of the employee's intent to retire, then the accumulated sick time by-back will be paid in the following calendar year.

With regard to an Employee who dies, if any permanent Employee of the unit shall die and have to his or her credit any earned and unused accumulated sick leave, then the deceased member's estate shall be entitled to receive supplemental payment for such earned and unused accumulated sick leave as defined above. Payment to be made shall be computed at the rate of the eligible employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to death, provided that no such supplemental compensation shall exceed fifteen thousand (\$15,000.00) dollars for an employee hired after September 1, 2014 and twenty thousand (\$20,000.00) dollars for an employee hired prior to September 1, 2014 for a death during the duration of this contract, to be paid to the estate not later than eight (8) months after the death of the employee.

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ARTICLE XVII

SECTION 17.01

WAGES:

- | | |
|---|----------------------|
| 1. January 1, 2016 to December 31, 2016 | 2% on their base pay |
| 2. January 1, 2017 to December 31, 2017 | 2% on their base pay |
| 3. January 1, 2018 to December 31, 2018 | 2% on their base pay |
| 4. January 1, 2019 to December 31, 2019 | 2% on their base pay |

SECTION 17.02

Any employee who receives additional wages above what is called for in the contract under wages, overtime, double time and upgrades will be subject to pay adjustment and shall be mandated to repay the Township the overcompensation through a mutually agreed upon plan not to exceed six (6) months' time frame for payback.

ARTICLE XVIII

SECTION 18.01

TERM OF CONTRACT: This Agreement shall be effective as of January 1, 2016 and shall remain in full force and effect until midnight of December 31, 2019.

ARTICLE XIX

SECTION 19.01

SEVERABILITY AND SAVINGS: If any of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Civil Service or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX

SECTION 20.01

FULLY BARGAINED: The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate the complete and final

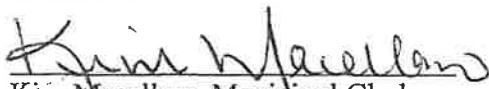
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understanding, and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations

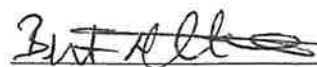
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IN WITNESS WHEREOF, we have hereunder set our hands and seal the date and year first herein above written.

ATTEST:

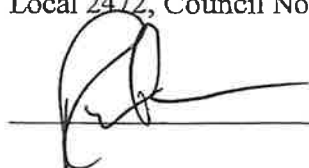

Kim Macellaro, Municipal Clerk

TOWNSHIP OF EWING


Bert Steinmann, Mayor

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO
Local 2472, Council No. 73





Appendix A

② 12/1/11
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New Hire Wage Guide (hired after 1/1/2016)

Job Titles Previous Contract	Job Titles Effective 1/1/2016	Wage Guide (starting hourly rate)
Laborer (02248)	Laborer (02248)	W/CDL \$17.31
Maint Wrkr 1 Grnds (01940@)	Maint Wrkr 1 Grnds (01940@)	WO/CDL \$15.31
Bldg Maint Wrkr Low Presr (00933)	Bldg Maint Wrkr Low Presr (00933)	
Garage Attendant (01877)	Garage Attendant (01877)	
Tree Maint Wrkr 1 (04220)		
Maint Rprer (02328)		
Bldg Maint Wrkr (00929)		
Hvy Truck Drvr (04226)	Hvy Truck Drvr (04226)	\$25.76
Maint Rprer Low Presr Lic (02365)	Maint Rprer Low Presr Lic (02365)	
Hvy Truck Drvr/Rd Rpr (04226)	Hvy Truck Drvr/Rd Rpr (04226)	
Tree Maint Wrkr 2 (03631)	Tree Maint Wrkr 2 (03631)	
Equip Operator (01746)	Equip Operator (01746)	
Carpenter (00970)	Carpenter (00970)	
Sr. Bldg Maint Wrkr Low Presr (03228)	Sr. Bldg Maint Wrkr Low Presr (03228)	
Maint Wrkr 2 Grnds (03349)	Maint Wrkr 2 Grnds (03349)	
Sr. Maint Rprer Low Presr (03439)	Motor Broom Driver (05565)	
Rd Repair 2 (03567)	Sr Maint Rprer Low Presr (03439)	
Hvy Equip Operator (02001@)	Rd Repair 2 (03567)	
Sr Carpenter (05009)	Hvy Equip Operator (02001@)	
Tree Maint Wrkr 3 (06483)	Sr Carpenter (05009)	
	Tree Maint Wrkr 3 (06483)	
Mechanic (02434)	Mechanic (02434)	\$27.14
Sr. Mechanic (03459)	Sr. Mechanic (03459)	\$32.58

Ewing will follow the Civil Service definition of promotion/advancement to a title in a higher classification. An Upgrade is received by performing out of title work (title is in a higher classification), per Civil Service.

Upgrade Rate* \$3.50/hr

Promotion Rate* \$3.20/hr

Upon promotion to Hvy Truck Drvr, the following employees hired between 1/1/2013 and 12/31/15 will receive \$26.91/hr (per Appendix A, previous CBA (expired 12/31/15).

(Aaron, Suggs, Falkenberg, Price Dex, Hughes, Potts)

NOTES (per Civil Service)

Employees will occasionally be asked to perform other duties as assigned

Employees can and will be asked to perform duties as listed in their title and titles below.

Employee may not refuse to perform duties.

12/1/14
BES

Appendix B

AFSCME Employee Title and Hourly Rate Chart (Effective 1/1/2016)

Laborers with CDL

Slocum	7/11/05	\$29.21
Lamson	7/1/12	\$26.70
Suggs	1/22/13	\$18.01
Falkenberg	9/30/13	\$18.01
Hughes	9/21/15	\$17.31

Hvy Truck Driver/Rd Repair

Bazanka	10/23/89	\$33.98
Mabes	4/18/94	\$33.84
Bennett	10/16/95	\$34.07
Tisdale	11/12/01	\$33.94

Laborers without CDL

Logan	10/29/90	\$29.56
Lawrence H	11/4/02	\$29.27
Glean	9/20/04	\$29.23
Hammock	9/5/12	\$26.70
Aaron	1/7/13	\$18.01
Price, Dex	9/22/14	\$17.65
Potts	11/2/15	\$17.31
Weltch	1/5/02	\$18.60

Equipment Operator

Thompson	1/7/85	\$33.11
Zoda	10/19/87	\$33.11

Tree Maint Worker 2

Smallwood	4/11/05	\$31.27
-----------	---------	---------

Carpenter

Ralke	8/12/02	\$36.48
Wollert	9/30/13	\$30.22

Maint Wrkr 1 Grounds

Didonato	4/11/05	\$29.73
----------	---------	---------

Maint Wrker 2 Grounds

Reichert	5/23/83	\$37.39
----------	---------	---------

Bldg Maint Wrkr Low Presr

Giancarli	9/16/97	\$29.27
-----------	---------	---------

Sr Maint Rprer Low Presr

Zehl	7/2/01	\$36.82
------	--------	---------

Garage Attendant

Holt	10/29/90	\$30.64
------	----------	---------

Road Repair 2

Ficci	4/10/89	\$37.06
-------	---------	---------

Hvy Truck Driver

Lawrence C	3/1/99	\$30.44
Preston	1/8/01	\$30.39
Latini	2/5/02	\$30.26
Salvatore	5/5/03	\$30.32
Ellmer	9/1/03	\$30.33

Sr Bldg Maint Wrkr Low Presr

Price Den	11/3/03	\$33.58
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Hvy Equipment Operator

Sommers	9/9/96	\$34.44
---------	--------	---------

Mechanic

DeBlasio	7/19/04	\$37.22
Tucker	3/12/01	\$34.79
Picerno T	1/22/15	\$33.38
Picerno S	6/1/15	\$33.38

12/1/16
BKS

Appendix C

Memorandum of Understanding

SEASONAL ATTIRE PROGRAM

The Township of Ewing and the members of AFSCME Local 2472 recognize a need to balance the demands of employees performing manual labor in warmer temperatures with the need to maintain a professional appearance and to conform to NJ PEOSH safety standards and agree to enter into a *Seasonal Attire Program* that will commence on the first Monday of May and will end on the first Friday of October.

It is understood that the Township of Ewing will maintain the unilateral authority to prematurely terminate, without grievance, the *Seasonal Attire Program* for reasons of non-compliance and/or at the occurrence of ten (10) worker's compensation claims-sustained as a result of wearing seasonal attire.

The Township of Ewing and the members of AFSCME Local 2472 agree that for purposes of this program the following clothing WILL BE CONSIDERED ACCEPTABLE:

- **Shorts-must hemmed; must be navy blue or black in color; must be made of denim or cotton fabric; and must be at least knee length.**
- **Shirts-must be PEOSH compliant; must be hemmed 3/4 sleeved or 1/2 sleeved.**

The Township of Ewing and the members of AFSCME Local 2472 agree that for purposes of this program the following clothing WILL BE CONSIDERED UNACCEPTABLE:

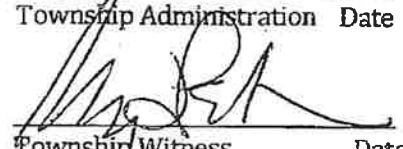
- **Gym shorts or "cut off" shorts. Shorts with logos; rips, tears, or hanging threads.**
- **Sleeveless or "cut off" sleeved shirts.**

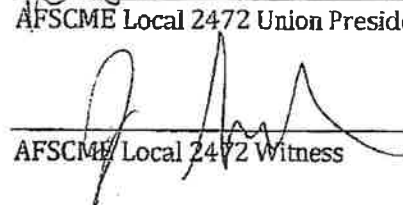
For purposes of this program, the members of AFSCME Local 2472 agree to the following:

- **The employee is responsible for 100% percent of the cost of the seasonal attire.**
- **The employee must have proper, non-seasonal attire with them at all times as job duties are subject to change during the course of the day.**
- **An employee working in a safety sensitive position is prohibited from wearing seasonal attire and that the decision of the supervisor to prohibit seasonal attire is not subject to a union grievance.**

It is understood that Ewing Township Administration, the Director of Public Works, and the President of AFSCME Local 2472 will meet at regular intervals to analyze and to evaluate adherence to the *Seasonal Attire Program*.

This MOU must be renewed on an annual basis by signature of Ewing Township Administration and the AFSCME Local 2472 Union President. However, Ewing Township does not promise or guarantee the annual renewal of this MOU.

 4/26/16
Township Administration Date

Township Witness Date 4/26/2016

 4/26/16
AFSCME Local 2472 Union President Date
 4/26/16
AFSCME Local 2472 Witness Date

12/1/16
JTS

Appendix D

Memorandum of Understanding

MEAL ALLOWANCE

When an employee is required to work overtime (OT) as a result of a declared emergency or as a continuation of a full regular eight (8) hour scheduled work day and has worked a minimum of four hours (4) OT, then in that case the Township will make provisions for meal allowances. Payment will be made upon receipt of a paid bill for the actual amount spent, not to exceed 20.00 dollars in a 24 hour time period.

When an employee is required or elects to work OT on a Saturday or Sunday and has worked a minimum of 12 hours OT, then in that case the Township will make provisions for meal allowances. Payment will be made upon receipt of a paid bill for the actual amount spent, not to exceed 20.00 dollars in a 24 hour time period. If the employee chooses to take a meal break prior to working 12 hours OT, then the employee will ONLY be reimbursed upon working 12 or more hours of OT.

When an employee is required or elects to work OT under a call back, and that call back occurs within 2 hours of the end of the regular shift, those unworked 2 hours will count towards the minimum of 4 hours OT. *The employee is NOT paid for those 2 unworked hours. The 2 unworked hours is ONLY in the context of meal allowance. However, once the employee has worked a minimum of 12 hours (regular shift, 2 unworked hours, and 2 hours of call back), the Township will make provisions for meal allowances. Payment will be made upon receipt of a paid bill for the actual amount spent, not to exceed 20.00 dollars in a 24 hour time period.

*Ewing Township will continue to provide employees with the option of eating at The Ewing Diner without incurring an out of pocket expense. However, a food receipt must be provided. The Ewing Diner at present is the only Ewing Township establishment open 24 hours/day and allows the use of Township Purchase Orders.

**Employees who choose to not eat at The Ewing Diner will be required to complete a purchase order and affix paid receipts as documentation.

NO EXCEPTIONS WILL BE MADE FOR MISSING RECEIPTS.

The aforementioned became effective on February 4, 2015. It should be understood that Ewing Township maintains no authority or control of The Ewing Diner, including the hours of operation and/or the operational prerogative that allows employees to eat at The Ewing Diner without incurring an out of pocket expense.

Therefore, it is understood by the members of AFSCME Local 2472 that the terms of this MOU are subject to change without notice.


Township Administration Date


Township Witness 12/1/16
Date


AFSCME Local 2472 Union President 12/1/16
Date


AFSCME Witness 12/1/16
Date

Q 12/1/16
DES

Appendix E

Memorandum of Understanding

One Hour Lunch Break

Effective January 1, 2017, the Township of Ewing and the members of AFSCME Local 2472 agree for a probationary period of ninety (90) days to a one-hour lunch break program which will not include the previously agreed to two (2) 15-minute breaks and one (1) half-hour lunch.

It is understood the Township of Ewing will maintain the unilateral authority to prematurely terminate, without grievance, the one-hour lunch program for reasons of non-compliance and/or after meeting with both parties it is determined that the terms of the within MOU are not being met.

The Township of Ewing and the members of AFSCME Local 2472 agree that, for the purposes of this MOU, the following will occur:

- Members will receive a one-hour (60-minute) lunch break, which must be taken between 11:00 a.m. and 1:00 p.m. Thirty (30) minutes (1/2 hour) will be unpaid. The remaining 30 minutes (1/2 hour) will consist of two 15-minute breaks combined and will be paid.
- The two 15-minute breaks currently in the contract will be terminated and will not be utilized during this probationary period for the one-hour lunch. There will be no break before or after the one-hour lunch.
- The current one half-hour lunch will be extended to the one-hour lunch as described above. The parties agree that this probationary period for a one-hour lunch in lieu of the current two 15-minute breaks and one half-hour lunch is temporary and will terminate unless agreed to in writing by both parties after the probationary period of six (6) months.
- The Township of Ewing and the members of AFSCME Local 2472 agree that after six months or any time prior, upon the request of either party, adherence to the one-hour lunch period can be reviewed.
- It is also agreed that the Township of Ewing and the members of AFSCME Local 2472 are each responsible for ensuring that the time requirements and compliance with all provisions of the one-hour lunch are being met by the members of AFSCME Local 2472.

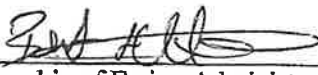
For purposes of this Agreement, failure to comply with the terms of the program include:

- Taking any breaks other than the one-hour lunch described herein.
- Extending the one-hour lunch period either before or after the lunch period is scheduled to begin.
- Failure to return to work after the one-hour break and/or failure to work until the scheduled one-hour lunch.

Ⓜ 12/1/16
BUS.

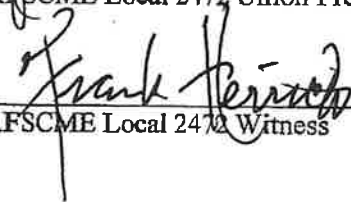
- The one-hour lunch includes transportation to and from any location utilized to either dine and/or pick up food and return to the work site.

This MOU must be renewed on an annual basis by signature of Ewing Township Administration and the AFSCME Local 2472 Union President after the initial probationary period terminates and both parties agree to extend the terms of this MOU. Ewing Township does not guarantee the annual renewal of this MOU.

 12/1/16
Township of Ewing Administration Date

 12/1/16
Township Witness Date

 12/1/16
AFSCME Local 2472 Union President Date

 12/1/16
AFSCME Local 2472 Witness Date

② 12/1/16
PUS 12/1/11

Appendix F

AFSCME Title Guide

Job Titles Previous Contract

Laborer (02248)
Maint Wrkr 1 Grnds (01940@)
Bldg Maint Wrkr Low Presr (00933)
Garage Attendant (01877)
Tree Maint Wrkr 1 (04220)
Maint Rprer (02328)
Bldg Maint Wrkr (00929)
Hvy Truck Drvr (04226)
Maint Rprer Low Presr Lic (02365)
Hvy Truck Drvr/Rd Rpr (04226)
Tree Maint Wrkr 2 (03631)
Equip Operator (01746)
Carpenter (00970)
Sr. Bldg Maint Wrkr Low Presr (03228)
Maint Wrkr 2 Grnds (03349)
Sr Maint Rprer Low Presr (03439)
Rd Repair 2 (03567)
Hvy Equip Operator (02001@)
Sr Carpenter (05009)
Tree Maint Wrkr 3 (06483)
Mechanic (02434)
Sr. Mechanic (03459)

Job Titles Effective 1/1/2016

Laborer (02248)
Maint Wrkr 1 Grnds (01940@)
Bldg Maint Wrkr Low Presr (00933)
Garage Attendant (01877)
Hvy Truck Drvr (04226)
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Maint Wrkr 2 Grnds (03349)
Motor Broom Driver (05565)
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Rd Repair 2 (03567)
Hvy Equip Operator (02001@)
Sr Carpenter (05009)
Tree Maint Wrkr 3 (06483)
Mechanic (02434)
Sr. Mechanic (03459)

Ewing will follow the Civil Service definition of promotion/advancement to a title in a higher classification. An Upgrade is received by performing out of title work (title is in a higher classification), per Civil Service.

Upgrade Rate* \$3.50/hr

Promotion Rate* \$3.20/hr

Upon promotion to Hvy Truck Drvr, the following employees hired between 1/1/2013 and 12/31/15 will receive \$26.91/hr (per Appendix A, previous CBA (expired 12/31/15).
(Aaron, Suggs, Falkenberg, Price Dex, Hughes, Potts)

NOTES (per Civil Service)

Employees will occasionally be asked to perform other duties as assigned
Employees can and will be asked to perform duties as listed in their title and titles below.
Employee may not refuse to perform duties.

CWA, IBEW and AFSCME

Kim Macellaro

Tue 6/20/2017 10:33 AM

To contracts@perc.state.nj.us <contracts@perc.state.nj.us>;

3 attachments (7 MB)

IBEW.pdf; AFSCME.pdf; CWA.pdf;

Attached are the most recently adopted contracts with the certification and the summary forms.

If you should need anything else, please let me know.

Kim Macellaro, RMC
Ewing Municipal Clerk
2 Jake Garzio Drive
Ewing, New Jersey 08628
Work: (609)538-7609
Fax: (609)771-04

New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: Ewing Township County: Mercer

2 Employee Organization: AFSCME - Local 2472 Number of Employees in Unit: 39

3 Base Year Contract Term: 3 year New Contract Term: 4 years

SECTION II: Type of Contract Settlement (please check only one)

- 4 ☒ Contract settled without neutral assistance
- 5 ☐ Contract settled with assistance of mediator
- 6 ☐ Contract settled with assistance of fact-finder
- 7 ☐ Contract settled with assistance of super-conciliator
- 8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
- Yes ☐ No ☐

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$ 2,402,400

10 Longevity Costs in Base Year \$ 0

11 Total Salary Base \$ 2,402,400

SECTION IV: Salary Increases for Each Year of New Agreement*

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	
13 Cost of Salary Increments (\$)	<u>48,048</u>	<u>49,009</u>	<u>49,989</u>	<u>50,989</u>	
14 Salary Increase Above Increments (\$)					
15 Longevity Increase (\$)					
16 Total \$ Increase (sum of lines 13-15)	<u>48,048</u>	<u>49,009</u>	<u>49,989</u>	<u>50,989</u>	
17 New Salary Base (\$)	<u>2,450,448</u>	<u>2,499,457</u>	<u>2,549,446</u>	<u>2,600,435</u>	
18 Percentage increase over prior year	<u>2.0</u> %	<u>2.0</u> %	<u>2.0</u> %	<u>2.0</u> %	

**If contract duration is longer than five years, please add an additional page.*

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
	Vision Reimbursement	300	100				
	Vacation Day Sell Back		47,124	942	961	981	
20	Totals(\$):						

*If contract duration is longer than five years, please add an additional page.

SECTION VI: Medical Costs

	Base Year	Year 1
21 Health Plan Cost	\$ 568,161	\$ 568,161
22 Prescription Plan Cost	\$ 154,965	\$ 154,965
23 Dental Plan Cost	\$ 46,800	\$ 46,800
24 Vision Plan Cost	\$ N/A	\$ N/A
25 Total Cost of Insurance	\$ 769,926	\$ 769,926
26 Employee Insurance Contributions	\$ 101,321	\$ 101,321
27 Employee Contributions as % of Total Insurance Cost	14 %	14 %

Employer: Ewing Township

Employee Organization: AFSCME - Local 2472

Page 3

Section VI: Medical Costs (continued)

28 Identify any insurance changes that were included in this CNA.

All new hires after 9/1/2014 limited in retirement benefits. Employee only with 25 years in PERS and last 15 years with Township. Medicare Part B reimbursement to employee only.

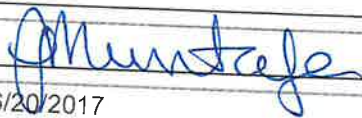
SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name: Joanna K. Mustafa

Position/Title: CFO/Assistant Administrator

Signature:



Date: 6/20/2017

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

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 1/1/16 thru 12/31/19.

Employer: Ewing Township
County: Mercer
Date: 6/20/17
Name: Kim Macellano
Print Name
Title: Municipal Clerk
Kim Macellano
Signature