

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 EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF EWING, MERCER COUNTY, NEW JERSEY AND LOCAL 102 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS ("IBEW") TO SUPPLEMENT THE EXISTING COLLECTIVE BARGAINING AGREEMENT

Resolution #24R-79 WHEREAS, the Township of Ewing (hereinafter the "Township") and IBEW are desirous of entering into a Memorandum of Understanding to supplement and amend the Collective Bargaining Agreement ("CBA") entered into between the Township and IBEW for the period of January 1, 2024, through December 31, 2028; and

WHEREAS, the Township and Local 102 of the IBEW have agreed to the addition of the new position of Public Information Officer to the CBA, and

WHEREAS, the Township and IBEW have agreed to remove the title of Personnel Director from the CBA; and

WHEREAS, Appendix A – Hiring Ranges of the CBA will be amended to remove "Personnel Director" and to add the Public Information Officer title as follows:

<u>CLASSIFICATIONS</u>	<u>Minimum</u>	<u>Maximum</u>
Public Information Officer	\$95,000	\$115,000

NOW, THEREFORE, BE IT RESOLVED, by the Ewing Township Council that:

1. The Township of Ewing is authorized to execute a Memorandum of Understanding to supplement and amend the Collective Bargaining Agreement entered into between the Township and Local 102 of the International Brotherhood of Electrical Workers for the period of January 1, 2024, through December 31, 2028, to add the title of Public Information Officer remove the title of Personnel Director.
2. The Mayor is authorized to execute all necessary documents to effectuate this agreement.

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 26th day of March 2024.


Kim J. Macellaro, CMC
Municipal Clerk



MEMORANDUM OF AGREEMENT

This memorandum is intended to supplement and amend the Collective Bargaining Agreement Entered into between the Township of Ewing and IBEW Local 102 for the period January 1, 2024 Through December 31, 2028

Whereas, the Township and Local 102 of the IBEW have agreed to the addition of the new position of Public Information Officer to the CBA, and

Whereas, the Township and Local 102 of the IBEW have agreed to remove the title of Personnel Director from the CBA, and

Whereas, Appendix A – Hiring Ranges of the CBA will be amended to remove "personnel Director" and to add the "Public Information Officer" title as follows:

<u>Classifications</u>	<u>Minimum</u>	<u>Maximum</u>
Public Information Officer	\$95,000	\$115,000

Signatures:



Township of Ewing
Mayor Bert H. Steinman

Dated: 4-3-2024



IBEW Local 102
Michael D. Scotto
Business Representative

THE TOWNSHIP OF EWING

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A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF EWING, MERCER COUNTY, NEW JERSEY AND LOCAL 102 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) TO SUPPLEMENT THE EXISTING COLLECTIVE BARGAINING AGREEMENT

Resolution #23R-189 WHEREAS, the Township and Local 102 of the International Brotherhood of Electrical Workers ("IBEW") have agreed to the addition of the new positions of Deputy Municipal Assessor and Systems Administrator, and

WHEREAS, the Township and IBEW are desirous of entering into a Memorandum of Understanding to supplement and amend the Collective Bargaining Agreement ("CBA") entered into between the Township and IBEW for the period of January 1, 2020, through December 31, 2023; and

WHEREAS, Appendix A – Hiring Ranges of the CBA will be amended to add the following title as follows:

<u>CLASSIFICATIONS</u>	<u>Minimum</u>	<u>Maximum</u>
Deputy Municipal Assessor	\$75,000	\$100,000
Systems Administrator	\$65,000	\$ 85,000

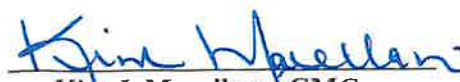
NOW, THEREFORE, BE IT RESOLVED, by the Ewing Township Council that:

1. The Township of Ewing is authorized to execute a Memorandum of Understanding to supplement and amend the Collective Bargaining Agreement entered into between the Township and Local 102 of the International Brotherhood of Electrical Workers for the period of January 1, 2020, through December 31, 2023, to add the titles of Deputy Municipal Assessor and Systems Administrator.
2. The Mayor is authorized to execute all necessary documents to effectuate this agreement.

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 24th day October 2023.


Kim J. Macellaro, CMC
Municipal Clerk



MEMORANDUM OF UNDERSTANDING

This memorandum is intended to supplement and amend the Collective Bargaining Agreement entered into between the Township of Ewing and IBEW Local 102 for the period of January 1, 2020 through December 31, 2023.

Whereas the parties agree to add the position of Deputy Municipal Assessor and System Administrator; and,

The parties agree that the position will be listed by the New Jersey Civil Service Commission.

The parties confirm the Deputy Municipal Assessor and System Administrator will be a Full Time Classification.

The Deputy Municipal Assessor shall have a hiring range between \$75,000 and 100,000 annually and the System Administrator shall have a hiring range between \$65,000 and \$85,000 annually.



Ewing Township



IBEW Local 102

Dated: 10-19-23

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
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A RESOLUTION AUTHORIZING THE TOWNSHIP OF EWING (“TOWNSHIP”) TO ENTER A NEW COLLECTIVE NEGOTIATIONS AGREEMENT AS MODIFIED BY THE ATTACHED AGREEMENT WITH THE IBEW Local 102 (“IBEW”) BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2028

Resolution #23R-170 WHEREAS, the Township of Ewing and the IBEW are parties to a collective negotiations agreement (“Contract”) covering the period January 1, 2020 through December 31, 2023; and,

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

WHEREAS, the negotiating committees for the Township and the membership of the IBEW 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, 2020 through December 31, 2023 Contract between the Township and IBEW shall remain in full force and effect.

B. ARTICLE 35 - HOLIDAYS

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

C. ARTICLE 43 – HEALTH BENEFIT COVERAGE

Add Subsection E – New Language – If any other negotiations unit of Township employees received a reduction or modification of the Chapter 78 contributions towards medical premiums, at the written request of the IBEW, the parties agree to meet and negotiate regarding the sole issue of employee contribution. If the parties reach an impasse the issue can be submitted to an arbitrator.

D. ARTICLE 45 - WAGES

Salary Increases

Effective January 1, 2024	4.00%
Effective January 1, 2025	3.50%
Effective January 1, 2026	3.50%
Effective January 1, 2027	3.50%
Effective January 1, 2028	3.00%.

E. ARTICLE 48 – TERMS OF AGREEMENT

January 1, 2024 through 11:59 pm on December 31, 2028.

F. ADDITIONAL PROVISIONS

1. 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.

2. If agreed to in principle 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.

G. This agreement is subject to ratification by the IBEW 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.

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 IBEW LOCAL 102 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 IBEW.

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 26th day of September 2023.




Kim J. Macellaro, CMC
Municipal Clerk

Memorandum of Understanding
Between
IBEW Local 102 and Township of Ewing

Agreement made this ____ day of September 2023, by and between the **Township of Ewing** (herein the "Township") and the **IBEW Local 102** (herein the "IBEW").

WHEREAS, the Township and the IBEW are parties to a collective negotiations agreement ("Contract") covering the period January 1, 2020 through December 31, 2023; and

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

WHEREAS, the negotiating committees for the Township and the IBEW 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, 2020 through December 31, 2023 Contract between the Township and IBEW shall remain in full force and effect.

B. ARTICLE 35 - HOLIDAYS

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

C. ARTICLE 43 – HEALTH BENEFIT COVERAGE

Add Subsection E – New Language – If any other negotiations unit of Township employees received a reduction or modification of the Chapter 78 contributions towards medical premiums, at the written request of the IBEW, the parties agree to meet and negotiate regarding the sole issue of employee contribution. If the parties reach an impasse the issue can be submitted to an arbitrator.

D. ARTICLE 45 - WAGES

Salary Increases

Effective January 1, 2024	4.00%
Effective January 1, 2025	3.50%
Effective January 1, 2026	3.50%
Effective January 1, 2027	3.50%
Effective January 1, 2028	3.00%

E. ARTICLE 48 - TERM OF AGREEMENT

January 1, 2024 through 11:59 pm on December 31, 2028

F. ADDITIONAL PROVISIONS

1. 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.

2. If agree to in principle 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.

G. This agreement is subject to ratification by the IBEW 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.

By: Michael D. Smith
President

Date: 9-18-23

Township of Ewing

By: Bert Steinmann
Bert Steinmann, Mayor

Date: 9/18/23

THE TOWNSHIP OF EWING

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A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF EWING, MERCER COUNTY, NEW JERSEY AND LOCAL 102 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) TO SUPPLEMENT THE EXISTING COLLECTIVE BARGAINING AGREEMENT

Resolution #23R-131 WHEREAS, the Township and Local 102 of the International Brotherhood of Electrical Workers ("IBEW") have agreed to the addition of the new position of Supervisor of Dispatch; and

WHEREAS, the Township and IBEW have agreed that the salary range for the Supervisor of Dispatch will be a minimum of \$65,000 per year, and a maximum of \$85,000 per year; and

WHEREAS, the Township and IBEW are desirous of entering into a Memorandum of Understanding to supplement and amend the Collective Bargaining Agreement ("CBA") entered into between the Township and IBEW for the period of January 1, 2020, through December 31, 2023; and

WHEREAS, Appendix A – Hiring Ranges of the CBA will be amended to add the following title as follows:

<u>CLASSIFICATIONS</u>	<u>Minimum</u>	<u>Maximum</u>
Supervisor of Dispatch	\$65,000	\$85,000

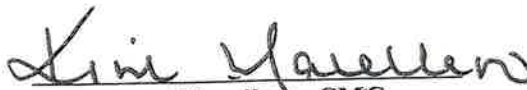
NOW, THEREFORE, BE IT RESOLVED, by the Ewing Township Council that:

1. The Township of Ewing is authorized to execute a Memorandum of Understanding to supplement and amend the Collective Bargaining Agreement entered into between the Township and Local 102 of the International Brotherhood of Electrical Workers for the period of January 1, 2020, through December 31, 2023, to add the title of Supervisor of Dispatch.
2. The Mayor is authorized to execute all necessary documents to effectuate this agreement.

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 27th day of June 2023.


Kim J. Macellaro, CMC
Municipal Clerk



MEMORANDUM OF UNDERSTANDING

This memorandum is intended to supplement and amend the Collective Bargaining Agreement entered into between the Township of Ewing and IBEW Local 102 for the period of January 1, 2020 through December 31, 2023.

Whereas the parties agree to add the position of Dispatch Supervisor; and,

The parties agree that the position will be listed by the New Jersey Civil Service Commission

The Parties confirm the Dispatch Supervisor will be a Full Time Classification.

The Dispatch Supervisor shall have a hiring range between \$65,000 and \$85,000 annually.



Ewing Township



IBEW Local 102

Dated: 6/20/2023

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

A RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING (MOU) INTENDED TO SUPPLEMENT THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF EWING (THE "TOWNSHIP") AND LOCAL 102 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS ("IBEW") FOR THE TERM JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

Resolution #23R-106 WHEREAS, the Township and IBEW agree to amend the positions of Zoning Officer and Health Officer; and

WHEREAS, the Township and IBEW agree that Twenty-five (25) hours per week will be considered "Full-Time" for both positions; and

WHEREAS, the Township and IBEW agree that the following Articles/Sections of the Collective Bargaining Agreement referenced above, are to be effective:

Article X – Employee Status Definitions – "Full-Time" will be adjusted with reference to the two positions above to change from thirty-five (35) hours per week to twenty-five (25) hours per week.

The only benefits the Zoning Officer and Health Officer will be entitled to are the New Jersey Sick Leave Entitlement.

WHEREAS, the Township and IBEW agree that the Zoning Officer and Health Officer positions will not be entitled to receive health benefits or any other benefits referenced in the Collective Bargaining Agreement; and

WHEREAS, the Township and IBEW agree that the hiring ranges for the Zoning Officer and Health Officer, respectively, as representative in "Appendix A" will remain the same except will be pro-rated accordingly, for the twenty-five (25) hours per week, which will be defined as "Full-Time", as opposed to thirty-five (35) hours per week on which the current hiring ranges were based; and

NOW THEREFORE BE IT RESOLVED that the Township of Ewing hereby adopts and approves the proposed MOU between the township of Ewing and IBEW scheduled to take effect as of May 1, 2023. The approval of the Township is conditioned upon ratification of the proposed MOU by membership of IBEW.

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 May 2023.




Kim J. Macellaro, CMC
Municipal Clerk

MEMORANDUM OF UNDERSTANDING

This memorandum is intended to supplement and amend the Collective Bargaining Agreement entered into between the Township of Ewing and IBEW Union-Local 102 for the period of January 1, 2020 through December 31, 2023.

The parties agree to amend the positions of Zoning Officer and Health Officer; and,

The parties agree that the position will be as listed by the New Jersey Civil Service Commission under Job Specification 04338 and 01988 respectfully; and,

A. The parties hereby agree as to the following:

1. To confirm that "Full-Time" for the Zoning Officer would be twenty-five (25) hours per week; and,
2. To confirm that "Full-Time" for the Health Officer would be twenty-five (25) hours per week.

B. The following Articles/Sections of the Collective Bargaining Agreement referenced, above, are to be effective:

- Article X Employee Status Definitions – "Full-Time" will be adjusted with reference to the two positions above to change from thirty-five (35) hours per week to twenty-five (25) hours per week.
- The only benefits the Zoning Officer and Health Officer will be entitled to are the New Jersey Sick Leave Entitlement.

C. The Zoning Officer and Health Officer will not be entitled to receive health benefits or any other benefits referenced in the Collective Bargaining Agreement;

D. The hiring ranges for the Zoning Officer and Health Officer, respectively, as representative in "Appendix A" will remain the same except will be pro-rated accordingly, for the twenty-five (25) hours per week, which will be defined as "Full-Time", as opposed to thirty-five (35) hours per week on which the current hiring ranges were based.

Signatures:

TOWNSHIP OF EWING



Mayor Bert H. Steinmann

Dated: 5/16/23

IBEW 102



Dated: 5-16-23

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



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A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT WITH INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 102

Resolution #20R-16 WHEREAS, the Township has recognized THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 102 as the bargaining unit for certain full-time paid employees; and

WHEREAS, the Township Administrator and Township Attorney recommend the execution of the Collective Bargaining Agreement annexed hereto with THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 102 for the period January 1, 2020 through December 31, 2023;

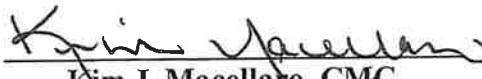
NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Ewing that the Mayor and appropriate officials are hereby authorized to execute the Collective Bargaining Agreement with THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 102 for the period January 1, 2020 through December 31, 2023 in a form substantially similar to that annexed hereto.

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 14th day of January 2020.




Kim J. Macellaro, CMC
Municipal Clerk

BHS 2-24-20
MS 2-26-20

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWNSHIP OF EWING

AND

LOCAL 102
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
A.F.L. – C.I.O.

TERM OF AGREEMENT

January 1, 2020 to December 31, 2023

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BAJ 2-24-20
MS 2-26-20

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APPENDIX A

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AMENDMENT NO. 1

AGREEMENT

This agreement made this ____ day of _____, 2020, between the township of Ewing (hereinafter referred to as the "Township" and Local 102, International Brotherhood of Electrical Workers, A.F.L.-C.I.O., (hereinafter referred to as the "Union").

WITNESSETH

Whereas, the Public Employees Relations Commission certified the union as the exclusive representative for the purpose of collective negotiations with respect to wages and terms and conditions of employment for all regularly employed blue collar and white collar employees employed by the Township of Ewing, excluding managerial executives, confidential employees within the meaning of the act; craft employees, non-supervisory employee, police employees, casual employees, and all other employees employed by the Township of Ewing.

Now, therefore, the Township and the Union agree as follows:

ARTICLE 1 – MANAGEMENT RIGHTS

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:

- A. 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.
- B. 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
- C. The selection of employees for promotion.
- D. To determine the employee pay period and method for recording working hours.
- E. The enumeration above of management rights shall not be deemed to exclude other management prerogatives not herein enumerated, except as specifically otherwise herein provided.

ARTICLE 2 – 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 in effect prior to 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 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 3 – EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the township to ensure equal employment opportunity for all persons regardless of race, color, creed, national origin, political or religious opinions or affiliations, ancestry, age, marital status, sexual preference, sex or because of physical disability that does not interfere with the ability to do the work required or liability for service in the Armed Forces of the United States.

This policy shall be applied to all phases of employment; such as recruitment, selection, appointment, placement, promotion, demotion, transfer, training, wages, benefits, working conditions, layoff, recall, discharge, disciplinary action, performance evaluation and use of all Township facilities.

The designated Equal Employment Compliance Officer/Affirmative Action Officer shall receive any complaints of alleged discrimination from employees and applicants.

ARTICLE 4 – NO STRIKE PLEDGE

It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance to the citizens of the community and that there should be no interference with such operation.

The Union covenants and agrees that neither the Union or any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike) i.e. the concerted failure to report for duty or willful absence of an employee from their position or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out, other job action against the Township or concerted activity against the Township.

ARTICLE 5 – UNION ACTIVITIES AND VISITATION

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, 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.

ARTICLE 6 – UNION DUES DEDUCTION

Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her paycheck. This deduction will be submitted to the Union Official so designated in writing to receive such deductions. The Union will notify the Employer, in writing of the exact amount of such regular membership dues to be deducted.

This authorization may be withdrawn by such person holding employment at any time by filing written notice of intent to withdraw with the Employer's Payroll Division. The filing of notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.

If during the course of the year an Association member directs the Employer to cease Association dues deductions in a manner appropriate under the terms of this Agreement, the Employer shall cease those deductions as of the date of the member's written directive.

The Township will deduct the current Union dues amount from the pay of the employee(s) on a bi-weekly basis, however, not to exceed more than two (2) times in any one-month period provided that if an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The Township will deduct from the pay of an employee in any one month only dues incurred while an individual has been in the employ of the Township and only such amounts becoming due

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and payable in such month. The Township shall remit to the Union all dues collected on a monthly basis. Such dues shall be remitted on or before the 10th day of the following month.

In the event that a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township notice of the change at least thirty (30) days prior to the effective date of such change.

The Union shall indemnify and hold harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the township for the purpose of complying with the provisions of this Article.

The Township and the Union agree to comply with all terms and conditions set forth in the Workplace Democracy and Employment Act as amended.

ARTICLE 7 – 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 Union Stewards shall be free to conduct Union duties at any time during regularly scheduled working hours with the approval of their immediate supervisor. The Union Stewards may use a reasonable amount of Township time to investigate grievances after prior approval of the Township. Said approval not to be unreasonably denied.

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 forty-eight (48) hours' notice of any scheduled training, conference or seminar.

ARTICLE 8 – BULLETIN BOARDS

The Township shall provide space on existing bulletin boards for use by the Union, the postings are posted outside of the Personnel Office in Administration, also on the bulletin board at the rear entrance to the building, and the union Bulletin Board on the first floor next to the staircase where all Union bulletins, etc. are posted. This is to enable employees of the bargaining unit to see

posted notices. All notices shall be posted by the Union or his designee and shall relate to the matters listed below:

1. Union recreational and/or social affairs;
2. Union appointments;
3. Union elections;
4. Results of Union elections;
5. Union meetings;
6. Union benefits;
7. Any other material authorized by the Union or their designee. No political campaign literature or defamatory material shall be posted.
8. The Union must be notified, in writing prior to posting, of all job vacancies and new positions.
9. Postings are to be posted outside the Human Resources office as well as the bulletin board on the lower level in the break room.

ARTICLE 9 – HIRING POLICIES

Whenever a new position or vacancy exists within any of the municipal departments, the Township shall post a notice of the opening at least ten (10) days prior to filling of the position on the bulletin board located in town Hall and on the bulletin board within the department where the new position or vacancy exists. During this time the Township shall have the right to fill the vacancy on a temporary basis. The notice shall set forth the position, the classification and the salary range. The notice shall also set forth the date by which all prospective applicants shall have submitted a letter asking that they be considered for the position. A copy of all postings shall be forwarded to the Union.

ARTICLE 10 – EMPLOYEE STATUS DEFINITIONS

FULL-TIME – A regular employee appointed to a Township position who has served the requisite probationary period and who regularly performs assigned duties each week for thirty-five (35) hours or more and who receives all rights and benefits.

HOURLY – An employee hired for seasonal or temporary work, either full-time for a fixed duration or part-time for a fixed duration, and who is not eligible for benefits.

PART-TIME – An employee working less than twenty-nine (29) hours per week or not to exceed one hundred twenty (120) hours in a 30-day period and who is not eligible for paid benefits.

ARTICLE 11 – CLASSIFICATION

Classification of job duties and responsibilities shall be governed by the State of New Jersey Civil Service Rules. In the event an employee performs work in a higher job classification, that employee will receive the higher rate of pay after working a minimum of one day in the higher classified position for which he or she is qualified. To achieve an upgrade, the employee must meet all qualifications of the higher category to receive the higher pay as outlined by the Civil Service Job Specifications.

The Employee will receive the higher rate of pay after working one (1) day in the higher classified position for which he or she is qualified.

To achieve an upgrade, the employee must meet all qualifications of the higher category to get the higher pay as outlined by the Civil Service job specifications.

ARTICLE 12 – LAYOFFS AND DEMOTIONS

Layoff shall be defined as the involuntary separation of an employee for reasons other than delinquency or misconduct.

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.

The Township shall in cases of layoff notify the Union at least thirty (30) days in advance of such layoff and forward a copy of the names of those to be laid off to the Union.

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

ARTICLE 13 – SENIORITY

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.

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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.

ARTICLE 14 – PERSONNEL RECORDS

Confidential Nature and Review by Employees – Adequate personnel records shall be maintained for each employee of the Township. These records shall include: applications, dates of appointments and promotions; job titles; salaries; commendations; performance evaluations; disciplinary actions; amounts of leave accrued and used; and a record of the employee's education, training and other related matters. These records are considered to be of a confidential nature and are available only to the employee or to the supervising personnel on a need-to-know basis. Employees are entitled to review the contents of their own personnel folder but not those of other employees. Supervisors may review personnel records of their subordinates.

Employees wishing to see their personnel folders will arrange with the Township for an appointment in advance. Any such review of a personnel folder by the employee will be done in the presence of an authorized member of the administrative staff. Employees will not be permitted to take their personnel folder from the Township office nor may documents be removed from or added to the folder. Employees may obtain copies of material in their own file at a cost of \$.05 per page. Employees shall have the right to have written rebuttals to any material in their personnel file inserted into their personnel folder.

ARTICLE 15 – VITAL INFORMATION

A. It is the responsibility of each employee to notify the Township, within thirty (30) days, of any change in vital information as listed below:

1. Name;
2. Address;
3. Telephone number;
4. Marital status;
5. Dependent children;
6. Deductions on W-4 forms;

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7. Change in status for health programs;
8. Change in status of Deferred Compensation Plan;
9. Change in status of payroll deductions, if any.

Changes will be made and information will be updated when the employee notifies the Township.

- B. New Beneficiary: The employee is solely responsible for making any changes or amendments to the selection of their beneficiary(s) on insurance policies.

ARTICLE 16 – TOWNSHIP BOOKS

A duly authorized officer or representative of the Union shall have access only to the Township's books pertaining to earnings of the employees covered by this Agreement. The authorized officer or representative of the Union shall be permitted to access during working hours after first notifying the Township; provided, however, that said representative shall conduct his/her business in such a manner so as not to interfere with the normal and efficient operations of the facility. The Union shall keep the Township currently advised, in writing, of the officer or representative of the Union who is authorized to deal with the Township, and no one shall be deemed such a representative unless they are so designated by the Union to the Township.

ARTICLE 17 – PROBATIONARY PERIOD

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.

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 the former position if that position is still open, or dismiss the employee.

ARTICLE 18 – PROMOTIONS

Promotion is an advancement in job class having a higher level of duties and responsibilities. When there is a change in the duties or responsibilities of a position resulting in its reclassification

to a higher job category, the position shall be considered vacant and subject to filling under promotional procedures.

Promotional policy is based predominately on potential, merit, evaluation and Civil Services rules and regulations as applicable. If appropriate, testing will be used as an additional basis for promotion. Seniority will be used as a basis for promotion only in instances where two or more individuals are considered equally qualified.

ARTICLE 19 – RESIGNATION

An employee may resign by giving the department head a minimum of ten (10) working days' written notice.

If an employee resigns without giving the required notice, the employee shall be considered as having resigned "not in good standing" and will not be considered for re-employment.

An employee who is absent from work for a period of five (5) consecutive work days without notice to or authorization from the department head will be considered as having resigned "not in good standing."

The department head will immediately notify the Business Administrator of any resignation notice either verbally or written of the unreported absence.

After being informed of an employee's resignation, the Township will provide an accounting of any benefits accrued either to the employee or to the Township before the final paycheck is issued by the Township. Any vacation or personal day entitlement owed to the employee will be prorated on an earned basis. If the employee has taken more vacation than the prorated entitlement, payment will be made to the Township by deduction from the employee's paycheck.

Before the Township shall release a check to the employee, it will be the responsibility of the employee to turn in to the Administration any Township property which the employee may have been entrusted with.

ARTICLE 20 – RETIREMENT

Township employees enrolled in the Public Employee's Retirement System of New Jersey are subject to the requirements and provisions of the plan. Information regarding P.E.R.S. is available to the employee from the Township and directly from P.E.R.S. in Trenton.

Any employee hired on or after September 1, 2014 must also have his or her last fifteen (15) years of service to be with the Township to be eligible for retiree medical, prescription and Medicare Part B reimbursements. For any employee hired after September 1, 2014, their spouse will no longer be eligible for Medicare Part B reimbursement upon retirement.

Upon retirement the Township will pay the retiring employee for any unused sick time up to a maximum of twenty thousand dollars (\$20,000.00) for employees hired prior to September 1, 2014, and up to fifteen thousand dollars (\$15,000.00) for employees hired after September 1, 2014.

ARTICLE 21 – DISCIPLINARY ACTION

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. They are 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 ten (10) 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. The following procedure shall be taken involving disciplinary action by the Township:

- Step I. Verbal warning (non-grievable), which shall 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 actual disciplinary action. In all cases the employee shall have the right to attach a written rebuttal to all charges filed against him/her.

- A. 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.
- B. 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:
1. Continuous unsatisfactory job performance and/or neglect of duty.
 2. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
 3. Inability to perform job duties.
 4. Insubordination, including refusal to do assigned work or refusal to perform work in the manner described by a supervisor without proper justification.
 5. 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.
 6. Conviction of a criminal act.
 7. Participation in any political activity prohibited by Federal or State laws or Township ordinances during working hours.
 8. Conduct unbecoming a public employee.
 9. Frequent or excessive tardiness or absence from work or an employee's work area.
 10. Violating safety rules as outlined by the Township or engaging in conduct that creates a safety or health hazard.
 11. Fighting or provoking a fight on Township time or property.

12. Falsifying or destroying any timekeeping record, punching another employee's time card or allowing another employee to punch one's time card.
13. Leaving Township premises or ones' job during working hours without notification to the supervisor or department head and obtaining permission.
14. Action that endangers others, Township property or disrupts work.
15. Hostile working environment.
16. Sleeping while on duty.
17. The use of threatening or abusive language toward a fellow employee or the public.

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

- a. If verbal, the supervisor or the Department Director 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 Director may consider the matter closed.
- b. The supervisor or the Department Director, may at their option by memo, inform the Business Administrator who will then place a memo in the employee's personnel file. If a memo is written, 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 should be committed to writing, a written memo setting forth the nature of the infraction and comments by the supervisor and, or Department Director 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. A review of the facts will be made, and the Business Administrator will make a reasonable judgment based on the facts.

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.

ARTICLE 22 - 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:

A. Step One:

1. The grievant shall institute action in writing signed and delivered to their immediate supervisor within ten (10) working days of the occurrence complained of or ten (10) working days after they would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the shop steward. The grievant or the supervisor may request a meeting to discuss the grievance.
2. The supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.
3. During the first ten (10) day period, nothing shall prevent the employee and, or his/her representative from discussing the matter informally with the employee's immediate supervisor and seeking resolution to the grievance.

B. Step Two:

1. In the event the grievance has not been resolved at Step One, the grievant may file a written grievance with the Department Director within ten (10) working days of the response or expiration of the time to respond at Step One.
2. The Department Director or his/her designee shall respond in writing within fifteen (15) working days of receipt of the grievance at this Step.

C. Step Three:

1. In the event the grievance has not been resolved at Step Two, the grievant may file a written grievance with the Business Administrator within ten (10) working days of the grievant's receipt of the response from the Department Director or expiration of time to respond at Step Two.

2. The Business Administrator or his/her designee shall respond in writing within fifteen (15) working days of receipt of the grievance at this Step.

D. Step Four:

1. In the event the grievance has not been satisfactorily resolved at Step Three, the Union has ten (10) days to notify the Mayor (or their designee) of its intention to continue the grievance.
2. The Mayor (or their designee) will have thirty (30) days to resolve the grievance after a meeting to discuss the grievance or a hearing.

E. Step Five:

1. In the event the grievance has not been satisfactorily resolved at Step Four, the Union, and only the Union, 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:
 - a. The request for Arbitration shall be filed by the Union Business Manager or his designee.
 - b. The request for Arbitration must be filed with the appropriate agency no later than ten (10) working days after receipt of the response or expiration of the time at Step Four.
 - c. The grievance is a contractual grievance.
 - d. 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.
 - e. The cost of Arbitration shall be shared equally by the parties except the late cancellation fees shall be the sole responsibility of the party requesting the postponement unless there is mutual consent to the postponement.

ARTICLE 23 - SICK LEAVE

During the first year of employment, employees will earn one (1) sick leave day for each month worked. Beginning January 1st of each year thereafter, employees shall be credited with fifteen (15) working days per year in anticipation of continued employment, except in the year of retirement. All unused sick leave days shall accumulate and be carried over from year to year without limitation.

An employee who leaves employment with the Township prior to the end of the calendar year shall have sick leave pro-rated. If the employee used more days than they were entitled, prior to leaving the employ of the Township, shall reimburse the Township all days used in excess of their

prorated amount. Unused sick leave will only be paid out upon retirement from the Township, as set forth in Article 20 above.

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.

ARTICLE 24 -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 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:

- A. Leave of absence without pay shall be at the discretion of the Township.
- B. 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 and longevity credits shall not accrue with the exception of those on military leave or under the Family Medical Leave Act.
- C. 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.
- D. Personal Leave of three (3) days per calendar year will be given to each employee. These days must be used within the calendar year and cannot be carried over.
- E. Occupational Injury
 - 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.

ARTICLE 25 - OUTSIDE EMPLOYMENT

Employees must consider the Township their primary employer. As such, they must be available and be able to perform all of the position's required duties as outlined in existing job titles and descriptions. Outside employment is permitted, however, it must not interfere with an employee's schedule and/or performance.

ARTICLE 26- NEW EMPLOYEES

The Township agrees to provide the Union with a monthly list of names, addresses, titles, salaries and job location of all new employees who are represented by this bargaining unit within thirty (30) days of their employment.

ARTICLE 27 - WEATHER EMERGENCY

In the event the Township chooses to close its' offices because of a weather-related emergency, all employees will be credited with an hour for hour compensation. If an employee cannot report to work due to a weather emergency and the Township offices are not closed, then the absence will be charged to accumulated vacation, personal leave or compensatory time on the books.

Should a State of Emergency be declared, and employees of the Township, except members of the Police, EMS and Fire Departments, being discharged from work with pay, then all employees covered by this Agreement who shall work during such emergency, shall be credited with a comparable amount of compensatory time as the other employees sent home in addition to the pay for all hours they worked during such weather emergency.

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ARTICLE 28 -HOURS OF WORK

The work schedule for an employee covered by this Agreement shall not be revised by the Township without consultation with the employee. In the event the Township does desire to revise an employee's schedule and agreement cannot be reached, the Union shall be notified with the intent to negotiate a new schedule.

For Public Works Employees, the work week shall be 40 hours per week, five (5) days per week. Some employees are employed from 12:01am Monday to 11:59pm Friday while other are employed from 12:01am Tuesday to 11:59pm Saturday.

Public Works Employees will be entitled to one (1) fifteen (15) minute paid coffee break prior to lunch break, one (1) fifteen (15) minute paid break after the lunch break, and an unpaid 30-minute lunch break each workday.

For Non-Public Works Employees the work week will be from 12:01 a.m. Monday to 11:59pm Friday and will consist of a 35-hour work week.

Non-Public Works Employees will be entitled to a 60-minute unpaid lunch break each workday.

ARTICLE 29 - FLEXIBLE SCHEDULE

Employees covered by this Agreement may request a flex schedule for extenuating circumstances. Upon approval by the Business Administrator the mutually agreed upon schedule becomes the hours of work and work schedule for that individual employee only.

ARTICLE 30 -WORK SCHEDULE AND 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 35 hours or 40 hours, which, applies to your work schedule.

If an employee takes time off for a holiday, a vacation, or because he or she is sick (unless a medical note is provided), the time off, even though the employee is paid for the time, is not hours worked and will not be included in the total hours worked for overtime or compensatory time purposes. This provision shall not apply if the Employee is required by the Township to work overtime.

ARTICLE 31 - SATURDAY, SUNDAY AND HOLIDAY PAY

Unless otherwise agreed to as part of a flex schedule or if an employee has not completed their full work week an employee that works on a Saturday or Sunday shall be guaranteed a minimum of two (2) hours compensation at the following rate:

- A. Work performed on a Saturday will be compensated at a rate of 1.5 times the base rate of pay.

- B. Work performed on a Sunday will be compensated at a rate of double (2) times the base rate of pay.

Work performed on a Holiday will be guaranteed a minimum of two (2) hours and will be compensated at a rate of double (2) times their base rate of pay for all time actually worked beyond the two hours.

ARTICLE 32 - COMPENSATORY TIME

Employees shall notify their supervisor in advance if they are to be paid or accept compensatory (comp) time for all hours worked in excess of their regularly scheduled hours. If the employee does not give the Township such advance notification, the Township shall credit the employee with comp time for all hours earned or worked. Compensatory (comp) time earned can be accumulated and carried over from year to year up to a maximum of two hundred forty (240) hours. Hours accrued beyond the maximum (240) hours must be cashed in at the current rate of hourly pay by December 31st of that year when the maximum was exceeded.

If an employee takes time off for a holiday, a vacation, or because he or she is sick (unless a medical note is provided), the time off, even though the employee is paid for the time, is not hours worked and will not be included in the total hours worked for overtime or compensatory time purposes. This provision shall not apply if the Employee is required by the Township to work overtime.

ARTICLE 33 - MILEAGE ALLOWANCE

Employees required to use their personal vehicles for or on authorized Township business shall be reimbursed at the rate consistent with current I.R.S. mileage allowance in effect at that time. Expenses incurred for necessary parking and tolls directly related to the authorized use of the vehicle on Township business are allowed and shall be reimbursed. Payment shall be made provided the Township voucher is submitted by the employee properly completed along with supporting documentation.

ARTICLE 34 - HEALTH AND SAFETY

The Township will provide a clean and safe working environment for all employees. No employee will be required to work in any area determined to be unsafe. Any employee who refuses a job assignment they deem to be unsafe shall not be disciplined for such refusal. The Township agrees to meet with representatives of the Union to discuss and resolve any health and safety issues that may arise.

If an employee files a written report outlining specific health and, or safety issues directly related to their job with their immediate supervisor, a copy of the report will be forwarded to the Union and a meeting will be scheduled to discuss the issue and reach an acceptable resolution between the parties.

ARTICLE 35 - HOLIDAYS

All employees covered under this Agreement are entitled to eleven (11) paid holidays a year as follows:

New Year's Day	Labor Day
Dr. Martin Luther King, Jr. Birthday	Christmas Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	

Effective January 1, 2017, an employee's birthday will no longer be an approved day off with pay, however, one paid "flex" day will be available per year to the employee.

If a holiday falls on a Saturday, it will be celebrated on the preceding Friday. If a holiday falls on a Sunday, it will be celebrated on the following Monday.

If a holiday falls within the employee's vacation period, the day will not be charged against the employee's vacation entitlement.

An employee must work their regularly scheduled work day both before and after the holiday, or be on excused absence, or be subject to discipline.

ARTICLE 36 - VACATIONS

For those employees hired before January 1, 2016

From the date of hire to completion of 5 years	21 days per year
After completed 5 years of continuous service	24 days per year
After completed 10 years of continuous service	26 days per year
After completed 15 years of continuous service	30 days per year

For those employees hired after January 1, 2016

From the date of hire to completion of 3 years	15 days per year
After completed 3 years of continuous service	18 days per year
After completed 5 years of continuous service	21 days per year
After completed 10 years of continuous service	24 days per year
After completed 15 years of continuous service	27 days per year
After completed 20 years of continuous service	30 days per year

Employees hired after January 1, 2016 into a title that is commensurate with a Department Head or Assistant/Deputy to the Department Head shall follow the vacation guide as set forth for those employees hired before January 1, 2016.

Employees may carry over a maximum of ten (10) days of their allotted vacation time, up to a maximum of ten (10) days, until the following year. Any time carried over must be used in the

calendar year to which it was carried over or will be forfeited. Employees may also sell back a maximum amount of eight (8) days per year.

ARTICLE 37 – EMPLOYEE EDUCATION

Where an employee seeks to take courses that are directly related to their current Township Position, they may apply to the Administrator in advance for approval of said course(s).

An employee receiving a passing grade of C (75%) or above, or a passing grade in a pass/fail course, shall receive reimbursement for continuing education if related to the employee's job and if preapproved by the Administrator.

The Township will pay for continuing education training to maintain licensure applicable to the employee's job. Reimbursement will include the registration fees for such course(s). Mileage at the applicable IRS rate will be reimbursed unless a Township vehicle is used. Courses covering multiple days that require accommodations must be approved in advance. If approved, the Township will reimburse for a maximum of two nights. Proof of successful attendance for two full days will be required. No meal reimbursement will be provided.

ARTICLE 38 - CLOTHING ALLOWANCE AND SAFETY SHOES

Each employee shall be paid \$900 for each year of the contract, which includes one pair of safety shoes. The uniform allowance will be paid in two (2) payments. The first half of the payment will be made by January 31st of the year and the second half will be made by July 31st of the year as long as the employee is employed with the Township. All employees who are on the payroll effective July 1st of each year are to receive a clothing allowance. Employees who may have special circumstances that require more than one (1) pair of shoes must request in writing to the Business Administrator for reimbursement.

Those employees employed in the Construction Department who receive a clothing allowance which is paid for by the Construction Trust Fund are not eligible to receive the clothing allowance set forth in this Article. Employees in the Construction Department shall not receive payment from both the Construction Trust Fund and the Township. In the event of a promotion into this bargaining unit, the employee will only receive one clothing allowance per calendar year.

ARTICLE 39 - EQUIPMENT

All motor vehicles and equipment used by employees covered by this Agreement shall be maintained by the Township in a safe and properly serviced condition in accordance with State law. The Township shall also provide safety equipment to all employees performing assignments requiring such equipment. No employee shall be required to operate or drive unsafe or hazardous vehicles or equipment. It shall not be a violation of this Agreement where an employee refuses to operate equipment they deem to be unsafe. No employee will be disciplined for such a refusal unless such refusal is unjustified. The employee shall set forth in writing what he feels is wrong or defective with the vehicle, or piece of equipment. The supervisor shall upon such notification determine the worthiness of the vehicle and/or piece of equipment. If the supervisor determines the vehicle or piece of equipment in use is unsafe, or in need of repair, that vehicle or piece of

equipment will immediately be taken out of service and set for repairs. If the supervisor or Township Mechanic determines that the vehicle, or piece of equipment, is in proper working order a report shall be written, dated and kept on file along with the employee's original written complaint and the employee must then resume operating the equipment or face disciplinary actions.

ARTICLE 40 - DEATH BENEFITS

The Township shall pay to the employee's designated beneficiary, or to the estate of the covered employee if the covered employee shall die during the term of this Agreement, all unused compensatory time, overtime, regular pay, accrued vacation days, accrued personal days, all unused sick days and any other time on the books. The compensation under the provision of this Article shall be computed and paid at the wage scale in effect at the time of death. Sick days shall be payable pursuant to the provisions of Article 23 herein.

ARTICLE 41 - LIFE INSURANCE COVERAGE

The Township will provide a life insurance policy of three (3) times the annual salary of each employee during their employment.

ARTICLE 42 - TEMPORARY DISABILITY PLAN

DELETED INTENTIONALLY

ARTICLE 43 - HEALTH BENEFIT COVERAGE

- A. Effective January 1, 2013, all full-time employees will pay a portion of the health insurance premiums in accordance with Public Law 2011, Chapter 78 and Public Law 22, Chapter 2.
- B. 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.
- C. 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.

- D. The Township will provide paid retiree medical, hospitalization, prescription drug and dental 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).
- b. 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.
- c. For those employees hired after July 1, 2014, the spouse of that member will not be eligible for Medicare B benefits until the Township retiree becomes eligible.
- d. 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.

ARTICLE 44 - DENTAL AND OPTICAL BENEFIT COVERAGE

A. 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.

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

If a Township employee is married to another Township employee in the IBEW or another bargaining unit, they shall not each receive dental coverage and vision reimbursement.

ARTICLE 45 - WAGES

All employees covered by this Agreement shall receive the following increases
Effective as follows:

1. January 1, 2020	2.0%
2. January 1, 2021	2.5%
3. January 1, 2022	2.0%
4. January 1, 2023	2.0%

BIT 2-24-20
MS 2-26-20

See Salary Ranges on "Appendix A" attached.

ARTICLE 46 - LONGEVITY

Effective January 1, 2016, longevity will be converted to a dollar amount for each member of this unit and it will become a part of the pensionable base salary. Effective January 1, 2016 and each year thereafter, no longevity payments will be paid to any unit member.

ARTICLE 47 - SEPARABILITY AND SAVINGS

Should any part of this Agreement, or any provisions contained herein be declared invalid by operation of law, or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE 48 - TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2016 through December 31, 2019. When signed by the Township and the Union it shall remain in force and effect until midnight December 31, 2019 and thereafter from year to year unless either party desires to change, modify or abrogate same, in which event they shall notify the other party in writing within 120 days prior to the expiration date of the actual changes desired. Negotiations shall commence within thirty (30) days of detailed notifications. Any notice may be given to either party, or to the parties at the following address by registered mail, or by personally delivering same to:

LOCAL 102
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS A.F.L.-C.I.O.
50 Parsippany Road
Parsippany, NJ 07054
973-887-1718
973-887-1976 (FAX)

OR

BUSINESS ADMINISTRATOR
TOWNSHIP OF EWING
2 JAKE GARZIO DRIVE
EWING TOWNSHIP, NEW JERSEY 08628
609-883-2900
609-538-8255 (FAX)

BHS 2-24-20
MS 2-26-20

ARTICLE 49 -FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were subject to negotiations. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

IN WITNESS WHEREOF, the parties have, by their authorized representative, set their hands and seals this ____ day of _____.



BERT H STEINMANN

MAYOR.



BHS 2-24-20
 MS 2-26-20

APPENDIX "A"

HIRING RANGES

<u>CLASSIFICATIONS</u>	<u>Minimum</u>	<u>MAXIMUM</u>
Chief Financial Officer	90,000	125,000
Payroll/QPA	40,000	70,000
Purchasing Assistant	30,000	60,000
Personnel Director	80,000	105,000
Confidential Secretary	35,000	50,000
Supervising Clerk Typist	35,000	55,000
Records Support 4	40,000	65,000
Public Works Manager	100,000	150,000
Assistant Director Public Works	75,000	100,000
DPW General Supervisor	80,000	95,000
Building Supervisor	70,000	90,000
Parks Supervisor	70,000	90,000
Roads Supervisor	70,000	90,000
Sanitation Supervisor	70,000	90,000
Construction Official	85,000	125,000
Zoning Officer	60,000	100,000
Building Subcode Official	60,000	85,000
Electrical Subcode Official	60,000	85,000
Fire Protection Subcode Official	60,000	85,000
Plumbing Subcode Official	60,000	85,000
Tax Assessor	75,000	95,000
Tax Collector	80,000	105,000
Deputy Tax Collector	60,000	85,000
Court Administrator	60,000	90,000
Municipal Deputy Clerk (w/o Clerk Certification)	30,000	45,000
Municipal Deputy Clerk (w/Clerk Certification)	60,000	85,000
Director of IT	75,000	100,000
IT Network Administrator	50,000	70,000
Sr. IT Technical Specialist	40,000	60,000
Police Department Evidence Manager	40,000	55,000
Director of Community Affairs	85,000	110,000
Director of Hollowbrook	45,000	65,000
Supervisor Senior Citizens	45,000	65,000
Social Services Supervisor	30,000	50,000
Health Officer	75,000	100,000
Manager of Health Department	45,000	65,000
Fire Marshall	65,000	85,000
Chief of EMS	80,000	100,000
Emergency Management Coordinator	50,000	75,000
Safety Director (Part Time)	15,000	30,000

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*