

A G R E E M E N T

BETWEEN

**THE TOWNSHIP OF SOUTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY**

AND

SOUTH BRUNSWICK PUBLIC WORKS EMPLOYEES ASSOCIATION

January 1, 1997 through December 31, 2000

Drafted by:

**Genova, Burns & Vernoia
Eisenhower Plaza II
Suite 2575
354 Eisenhower Parkway
Livingston, New Jersey 07039**

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THIS AGREEMENT, made this day of , 1999, between the TOWNSHIP OF SOUTH BRUNSWICK, a municipal corporation and body politic of the State of New Jersey, and the SOUTH BRUNSWICK PUBLIC WORKS EMPLOYEES ASSOCIATION;

WITNESSETH:

WHEREAS, the parties have completed negotiations on terms and conditions of employment pursuant to the New Jersey Employer-Employee Relations Act;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I
DEFINITIONS

The following terms used throughout this Agreement are defined as follows:

MANAGER: The Township Manager.

DIRECTOR: The Director of Public Works or his authorized designee.

EMPLOYEE: The employees of the Public Works Department covered by this Agreement.

PERC: The Public Employment Relations Commission, State of New Jersey.

PPPM: The Personnel Policy Procedures Manual of the Township.

SENIORITY: The employee's most recent period of continuous service within the Unit.

TOWNSHIP: The Township of South Brunswick.

ARTICLE II

UNIT DESIGNATION

The Township recognizes the Association as the exclusive representative for all full-time employees of the Department of Public Works of the Township, excluding supervisors, part-time employees and managerial executives, and confidential employees, as defined by the New Jersey Employer-Employee Relations Law, N.J.S.A. 34:13A-1 et seq.

ARTICLE III
MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing rights:

1. The executive management and administrative control of the Township and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to make job descriptions, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required. The Township agrees to meet and confer with the Union of the subject matter of this paragraph.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
4. To hire all employees, to promote, transfer, assign or retain employees.
5. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
6. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgement and discretion in connection therewith, shall be limited only the specific and expressed terms hereof in conformance with the constitution and laws of New Jersey and of

the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any national, state, county or local laws or regulations.

ARTICLE IV

PAST PRACTICES AND POLICIES

Except as explicitly amended by the collective negotiations agreement between the parties, all personnel policies of the Township as provided for in Chapter III of the Revised General ORDINANCES of the Township of South Brunswick, and specifically, the Personnel Policy Procedure Manual ("PPPM"), shall remain in effect, unless it is inconsistent with the terms of this contract in which case the contract shall control. There shall be no change in negotiable terms and conditions of employment as specified in this manual, or as provided in past practices, or contained within the terms of the collective negotiations agreement between the parties, unless there has been prior negotiations with the Association. The Township agrees to give reasonable notice of a proposed change in the PPPM to the Association.

ARTICLE V
ASSOCIATION RIGHTS

1) Leave Time For Association Business

A Negotiation Committee, consisting of no more than five (5) employees within the unit, shall be allowed to take time off from their assignment, with pay, if required to attend negotiation sessions with the Township Negotiation Committee during their normal tours of duty. Also, the President of the Association, or his designee, shall be given up to a total fifty (50) hours to attend to other Association business, including the preparation of Association proposals, conferences with other members of the unit and the Association attorney, attendance at seminars and educational programs related to Association activities, and attendance at grievance and arbitration proceedings.

2) Dues Checkoff

The Township shall continue a dues checkoff system for all employees within the unit, who are members of the Association, in conformance with N.J.S.A. 52:14-15.9(e).

ARTICLE VI
WORKWEEK - OVERTIME

1) Workweek

The standard workweek shall be based on an eight (8) hour day and forty (40) hours for the workweek. All blue collar employees shall be guaranteed forty (40) paid hours of work in any one (1) workweek. The Township retains the right to adjust the employee's work day in order to fulfill its management responsibilities but such adjustment shall not impinge on the length of the workweek or work day.

2) Overtime

Time and one-half shall be paid to all employees who work at times other than their assigned tours of duty except on Sundays and Township observed holidays. Overtime for Sundays and holidays shall be paid at the rate of double time.

If an employee works a schedule that provides for regular off days other than Saturday or Sunday, the double time pay for Sunday will apply when the employee works on that day which is his/her second day of rest.

3) Rest Time

When it is necessary for an employee to be called in to work within 7 ½ hours of the employee's normal reporting time and provided the employee has worked at least 2 consecutive hours, the Township agrees that the employee shall be given one hour of rest time for every hour worked during the aforesaid 7 ½ hour time period.

The director, or his designee, shall make a good faith effort to schedule each member's rest period to commence at the start of his/her next regular tour of duty or prior to its completion with due regard to the maintenance of the work force. The Township shall not be arbitrary and capricious in denying such utilization.

4) **Compensatory Time**

An employee may, at his/her sole discretion, elect to accumulate compensatory time in lieu of overtime. A maximum of eighty (80) hours of compensatory time may be accumulated by each employee during each calendar year. Compensatory time must be taken within the calendar year in which it was accumulated or, if accumulated during the month of December, then prior to the end of January of the next calendar year. Any compensatory time not used shall be paid at the rate of time and one-half the employee's rate of pay at the time of accumulation. All requests for compensatory time must be submitted in writing two days in advance (unless an emergency) for approval by the Director of Public Works or his designee. Approval for the scheduling of when compensatory time may be used during the calendar year is at the discretion of the Director, however an employee shall have the right to use any compensatory time he or she may have accumulated prior to the conclusion of that calendar year. Such time may only be taken in blocks of four (4) hours or greater.

ARTICLE VII
VACATION LEAVE

- 1) Vacation leave with pay shall be granted to all full-time employees of the unit in accordance with the following schedule:

DAYS OF VACATION	YEARS OF SERVICE
One (1) day per month	Four (4) or less
Seventeen (17) days per year	Five (5) or more
Nineteen (19) days per year	Ten (10) or more
Twenty-one (21) days per year	Fifteen (15) or more
Twenty-three (23) days per year	Twenty (20) or more
Twenty-five (25) days per year	Twenty-five (25) or more

2) **Carry Over Vacation**

Employees may carry over up to ten (10) accumulated and earned vacation days into the next calendar year.

- 3) The provisions of the Vacation Leave Policy as provided on the PPPM shall apply where applicable.
- 4) If the employees want to carry over vacation days, the employees must make such request by December 1st to the Department Head whose approval shall be in writing.
- 5) Vacation leave shall be pro-rated during first and last year of service.
- 6) Director's decision not to grant vacation days during probationary period shall not be grievable.
- 7) Any employee on unpaid leave of thirty (30) days or more shall have his vacation time pro-rated for the time of said leave.

ARTICLE VIII

SICK LEAVE

The Sick Leave Policy as provided on the PPPM shall apply except for the following:

1) **Maximum Cash Award**

For employees hired prior to December 1, 1998. The maximum cash award for accumulated sick leave shall be \$20,000 based upon employee's normal rate of pay. Employees hired on or after December 1, 1998 shall not be eligible to receive this benefit.

- a. **Benefit at Retirement:** Fifty (50) percent of accumulated sick time.
- b. **Benefit Upon Separation:** For employees hired prior to December 1, 1998. Twenty-five (25) percent of accumulated sick leave for employees with less than five (5) years of service; thirty-three (33) percent of accumulated sick time for employees with five (5) or more years of continuous service; fifty (50) percent for employees with more than ten (10) years of continuous service. Employees hired on or after December 1, 1998 shall not be eligible to receive this benefit.
- c. **Benefit – Employee Death:** In the event of the death of an employee, one hundred (100) percent of accumulated sick leave shall be paid to the designated beneficiary of the employee or, to his/her estate subject to maximum award limit.

2) **Sick Leave Incentive Plan:** In order to discourage the unnecessary use of sick time and to encourage the accumulation of sick leave, the Township agrees to provide for the duration of this Agreement, the following Sick Leave Incentive Plan:

- a. An employee hired prior to December 1, 1998 using seven (7) or less sick leave days in the calendar year, shall be compensated for the unused days at the rate of ten (\$10.00) dollars per day.

- (1) An employee hired prior to December 1, 1998 who has used three or less sick days by the end of the current year, shall be compensated for all the current year unused sick

days at the rate of fifteen (\$15.00) dollars per day. Unused sick days will continue to accumulate.

- (2) An employee hired on or after December 1, 1998 are not eligible for the benefits set forth in Section 2a and 2a(1) above.
- b. An employee hired prior to December 1, 1998 who as of the end of the year has accumulated fifty (50) or more sick days, shall have the option of being paid forty (\$40.00) dollars per day for each of his fifteen annual sick days not used in the year. Employees hired on or after December 1, 1998 must have accumulated seventy-five (75) sick days to be eligible for this benefit. Employees electing this option shall not receive credit for the days "cashed in," i.e., no accumulation of days for which payment is received. An employee declining the option will receive credit for the days not used. EXAMPLE: An employee who has fifty-five (55) accumulated sick days at the end of December 31, 1984, and who in 1985 uses six (6) days of his annual allocation of fifteen (15) days, shall have the option of receiving payment in 1986 of \$40 for the nine (9) days not used in 1985 and not accumulating them, or alternatively, electing to accumulate the nine (9) days to his/her total sick leave time accumulation. If the employee chooses to receive payment for them, his/her accumulated sick time at December 31, 1985 remains at fifty-five (55); if he/she decides to accumulate the balance, the total is adjusted to sixty-four (64).
- c. Payment of the benefits provided for in sections "a" and "b" shall be not later than March 1 of the year following the determination of eligibility and sick time use.
- d. An employee who is discharged or who resigns because of pending disciplinary actions, shall not be entitled to the aforementioned benefits.
- e. Employees hired after January 1, 1988 but prior to December 1, 1998 shall be eligible for paragraph 2a of this contract retroactive to their date of hire if they remain in the employ of the Township past their first anniversary date.

3) Miscellaneous

- A. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- B. An employee who calls in sick to engage in outside employment shall be subject to disciplinary action.
- C. The incentive plan is only applicable to the fifteen (15) allotted sick days.
- D. An employee must submit a physician's written certification upon request. Failure of the employee to submit the medical certificate could result in the sick leave absence being disapproved and the absence charged to absence without pay. A Department Head in an appropriate case may request an employee to submit to a medical examination at Township expense by a physician selected by the Township for the purpose of establishing the degree of incapacity of an employee's ability to resume the duties of the position.

E. Verification

- 1. Sick leave is hereby defined to mean absence from work because of personal illness, or illness of employee's family in his household who requires care. The employee may request sick leave for family residing outside of the home, if recommended by the Department Head with approval by the Manager which shall not be unreasonably denied.
- 2. All full-time employees covered by this Agreement shall be granted sick leave with pay in the amount of one and one quarter (1 ¼) working days for every month of service during their first calendar year of service and last calendar year. New employees hired between the first and fifteenth of the month shall earn one and one quarter (1 ¼) days of sick leave for the first calendar month of their employment. New employees hired after the sixteenth of the month shall begin accruing sick leave as of the next calendar month. On January 1 of the next calendar year and on January 1 of every succeeding

calendar year, the employee shall accrue fifteen (15) sick days.

3. If, upon termination, an employee has used more sick leave than accrued the Township will deduct from the employee's last paycheck, an amount equal to the rate of pay for the sick leave taken in excess of the amount earned.
4. Medical verification may be required. Such shall not be arbitrary and capricious. If employee is sent to Township Doctor such expenses shall be paid pursuant to Paragraph 11.
5. An employee is required to notify the Department Head or his designee as early as possible, but no later than fifteen (15) minutes following the start of the scheduled work shift or a reasonable time in the case of an emergency. Failure to give notification, as required may result in loss of sick leave pay.
6. In charging an employee with sick leave, the smallest unit to be considered is one-quarter (1/4) of a working day.
7. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday.
8. Habitual unjustified absenteeism or tardiness may be cause for discipline up to and including discharge.
9. Any employee who calls in sick for the purpose of engaging in outside employment shall be subject to disciplinary action up to and including discharge.
10. Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.

11. Whenever the Employer is paying for medical reports pursuant to this Article, the employee agrees to submit expenses to his/her insurance company for reimbursement, partial or total; such monies being turned over to the Employer.

ARTICLE IX
PERSONAL DAYS/HOLIDAYS

A. The Township hereby designates the following holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Election Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day
Floating Holiday (designated by the Township Council)

B. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

C. Should an official holiday occur while an employee is on sick or vacation leave the employee shall not have that holiday charged against sick or vacation leave.

D. All Employees shall receive three (3) personal days each year. A request for a personal day shall be submitted in writing to the supervisor and/or Department Head at least 2 days in advance except in emergency with verification of such emergency by the supervisor. Personal days shall be utilized by December 31 and cannot be carried over to the next year, if not used.

1) employees hired after January 1, 1994 shall receive one (1) personal day their first year of

employment; one (1) day during the second year of employment and three (3) days the January following their third year.

ARTICLE X

MATERNITY LEAVE

- A. When necessary, maternity leave, without pay, shall be granted for a period not to exceed one year.
- B. Employees may elect to use sick and/or vacation time for maternity purposes providing the total leave, including creditable sick leave, does not exceed one year.
- C. Employees on such maternity leave shall be entitled to reemployment without prejudice.
- D. An employee requesting maternity leave must apply in writing to the Department Head. The maternity leave shall become effective upon endorsement by the Department Head and approval by the Township Manager.

ARTICLE XI

BEREAVEMENT LEAVE

- A. Each full-time employee may be granted, upon approval of such employee's Department Head, time off with pay, not to exceed four (4) working days from the day of death or day of funeral, in the event of a death in his immediate family. The term "immediate family" for the purposes of this policy shall mean the father or mother, current wife or current husband, brother or sister, current mother-in-law or current father-in-law, current brother-in-law, current sister-in-law, grandchild and grandparents of the employee. In the case of spouse or child such leave shall be up to five (5) working days.
- B. After the expiration of the four (4) days of bereavement leave, each full-time employee has the option of using accumulated vacation and personal days in order to extend his/her time off due to extenuating circumstances resulting from the death of a spouse or child. If an employee has four (4) or less days remaining, he/she shall have the right to charge against next year's vacation and personal days, the difference between the number of days he/she has remaining and five (5) days. If an employee has no vacation or personal days remaining, then he/she shall have the right to take up to five (5) days advance leave against the next year's vacation and personal days' entitlement as selected by the employee, upon application.
- C. Reasonable verification of the death may be required by the employer.

ARTICLE XII

LEAVE FOR JURY DUTY/COURT

- A. Any permanent full-time employee who is subpoenaed for jury duty as certified by the clerk of the court shall be paid by the Township his/her daily rate of pay. The employee shall turn over any monies received from the court for such jury duty. The employee shall notify the Department Head upon receipt of a summons for jury duty. If an employee is dismissed prior to 1:00 p.m. the employee will be obligated to return to work that day in order to receive pay for that day. The Township will not be liable to pay an employee under the provisions of this provision if he/she volunteers for such court duty.
- B. A full-time employee subpoenaed as witness in a civil or criminal case, not involving his/her capacity as an employee, will be granted paid leave for that period of time in which he is officially involved with the court in such capacity. The employee shall reimburse the Township for any compensation received while in court other than meals, lodging or expense incurred due to travel. The employee shall return to his assignment or job with the Township on a normal workday if he is dismissed or released from court or jury duty prior to or at 1 p.m. on such workday.
- C. An employee subpoenaed will not be granted paid leave if he/she is involved as a party to civil or criminal proceedings or violations of motor vehicle law.

ARTICLE XIII
GRIEVANCE AND ARBITRATION
PROCEDURES

- A. A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violations (alleged or otherwise) of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinances and/or statute which actually affects working conditions.
- B. A grievant is defined as any individual or entity which has been, is being, or may be affected by any issue, or controversy, or dispute, or application, as indicated in the definition of a grievance. The Union may initiate or file a grievance on behalf of an injured or unavailable employee.
- C. When disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during (or in the course of) a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to the employee during the pendency of any disciplinary proceedings.
- D. Grievances, disputes or controversies which may arise shall be resolved in the following manner:
 - 1. A written grievance shall meet the following specifications:
 - a) It shall be specific.
 - b) It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
 - c) It shall specify the section of the Agreement, or rule, or regulation, or statute, or ordinance, which has been allegedly violated, misapplied, or as to which the dispute arises.

- d) It shall state the relief requested.
 - e) It shall contain the date of the alleged dispute, controversy, or issue.
 - f) It shall be signed by the grievant.
2. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.
 3. The "Step Procedure" will be as follows:

STEP ONE: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he/she knew, or should have known, of its existence, the aggrieved employee shall discuss his complaint with his immediate supervisor. It shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven calendar days, signed by the aggrieved, and submitted to the immediate supervisor at Step One. In no event shall a grievance be initiated more than twenty (20) calendar days after its occurrence, or more than twenty (20) calendar days after the grievant first knew, or should have known, of its existence. The supervisor shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance, or written response, may be waived by mutual Agreement. In the event the supervisor is the department head the grievance shall commence at Step Two.

STEP TWO: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, the grievance shall then be submitted in writing, by the grievant, to the department head (with a copy to the Township Manager). The department head shall submit his answer to the grievant within seven (7) calendar days. This time limit may be waived by mutual Agreement.

STEP THREE: In the event the grievance shall not have been resolved at Step

Two, or if no written response from the department head is received by the grievant, then the grievance shall be submitted to the Township Manager by the grievant. The Township Manager shall investigate and report his findings and recommendations, in writing, within seven (7) calendar days, to the grievant, the department head, and the attorney or representative of the grievant (if any).

1. Any Employer grievance will be filed with the Union President at Step Three. The Union President shall respond, in writing, within seven (7) calendar days, to the Township Manager. The times indicated may be extended by mutual Agreement.
2. Following the submission of the Township Manager's written answer, or the Union President's (as also indicated in Step Three for Employer grievances) matters which are unresolved shall be discussed at a meeting between the parties, during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

STEP FOUR: If a grievance has not been resolved at Step Three, then the Union shall have the right to appeal to the Township Council. The Council shall schedule and hold a plenary hearing within twenty-one (21) days of the receipt of the grievance from the Township Manager. The Township Council shall hear the matter and render its decision within fourteen (14) days of the completion of the hearing. The Township Council shall notify all parties of the date, time, and place of the hearing within ten (10) days prior to the scheduled hearing date. All parties may be represented by an attorney during the plenary hearing. The times indicated may be waived or extended by mutual Agreement. All decisions of the Township Council shall be by a majority vote.

STEP FIVE: In the event the grievance shall not have been resolved at Step Four, and in the event of an Employer grievance – Step Three, then the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State

constitutional issues or civil rights questions, the grievant shall have the right to seek a resolution of his grievance either at binding arbitration or in the courts. In all respects the initiation of binding arbitration or court process shall begin within forty-five (45) days after receipt of a written resolution from the Township Council, which Resolution shall embody the decision of the Council.

4. Arbitration:

- a) Arbitration requests shall be directed to the Public Employment Relations Commission, subject to the rules then existing of such agency. The aggrieved party shall send the other party a copy of his request. The request shall specify the particulars of the grievance and the Agreement provision(s) allegedly violated.
- b) The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.
- c) The arbitrator shall hold the hearing at a time and place convenient to the parties. The arbitrator shall issue his decision within twenty-one (21) days after the close of the hearing. The decision of the arbitrator shall be served upon the employee aggrieved, the employee's representative, the Township, and the Union, in writing.
 1. In the event a disagreement exists regarding whether an issue is arbitrable, the arbitrator shall make preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a preliminary determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.
- d) Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedures at Step One. This paragraph shall not be construed as to limit the submission of proofs by the parties.

- e) An arbitrator shall not have the power or authority to add to, subtract from, or modify the provisions of this Agreement, or the laws of the State of New Jersey, and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall not submit observations or declarations of his opinions which are not relevant in reaching the determination. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of the Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement, except as provided within the Agreement. The arbitrator shall not have the authority to add to or subtract from or modify any of the terms of this Agreement or to limit or impair any right that is reserved to the Township or the Union or employee, or to establish or change any wage or rate of pay that has been agreed to in this Agreement, except where the arbitrator finds that a clause in this Agreement is illegal or unconstitutional.
- f) The Union may not withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings except with prejudice, unless the Township shall consent that such withdrawal or discontinuance is without prejudice.
- g) The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.
- h) The expense of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.
- i) If the Public Employment Relations Commission is abolished, or its mission substantially changed to the extent of it handling arbitrable matters, the parties shall

meet to agree upon another method for choosing an arbitrator.

5. General Provision and Exceptions to the Grievance Procedure:

- a) No grievance settlement reached under the terms of the Agreement shall add to, subtract from, or modify the terms of the Agreement.
- b) Grievance resolutions or decisions at Step One through Step Four shall not constitute a precedent in any arbitration or other proceeding unless a specific Agreement to that effect is made by the Township and the Union.
- c) Where a grievance involves, exclusively, an alleged error in calculation of salary payment, the grievance may be timely filed within thirty (30) days of the time the individual should reasonably have known of its occurrence.
- d) Where a grievance has been previously submitted in writing, and the grievant requires time to investigate such grievance to achieve an understanding of a specific work problem during working hours, the grievant or a representative of the Union may be granted permission and reasonable time to a limit of four (4) hours to investigate, without loss of pay. Such time release shall not be unreasonably withheld and, upon request, can be extended beyond a four (4) hour limit for specified reasons if the circumstances warrant an exception to this limit.
- e) The aggrieved employee and his designated employee representative shall be allowed time off without loss of pay as may be required for appearance at a hearing of the employee's grievance scheduled during working hours.
- f) Where the employee or the Union request employee witnesses, permission for a reasonable number of witnesses required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance as required, if during his normal scheduled working hours. The witnesses to appear for the grievant shall, when called to testify, be excused from

duty with no loss of pay.

- g) The Township agrees to make available to the Union all public information concerning the Township, together with information which may be necessary to process any grievance or complaint.

ARTICLE XIV

OUTSIDE EMPLOYMENT

- A. The employees recognize that their primary employment responsibility is to the Township and will therefore be available, immediately following tours of duty, upon reasonable notice by the Township, if they are called back to perform service on an emergency basis at hours other than during their normal tours of duty. Employees will advise the Director of Public Works of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Director may recall them back to work in the event of an emergency.
- B. Full-time employees shall not accept outside employment or engage in outside business activities without prior notification and approval of the Director. No application for permission to accept outside employment shall be granted if there is any reasonable probability that such outside employment will interfere with an employee's performance or compromise an employee's position with the Township through a conflict of interest or if, in the case of a full-time employee of the Township, such outside employment shall exceed twenty (20) hours per week. Applications for permission to accept outside employment shall be made in writing to the Director, who shall forward the request with a recommendation to the Township Manager. The application shall set forth pertinent information concerning the type of employment to be engaged in, the name and address of the prospective employer, and the hours of such employment.

ARTICLE XV
RULES AND REGULATIONS OF THE
DEPARTMENT

- A. Subject to the approval of the Township Manager, a department head may, from time to time, establish, amend, and supplement rules and regulations for governing the internal operations of his or her department and the conduct and decorum of its personnel. The Township shall not under take new rules and regulations which effect terms and conditions of employment unless same has been first negotiated with the Association.
- B. Such departmental rules and regulations shall be consistent with New Jersey State Statute, the Personnel Policies and Procedures, and any other Township ordinance or contract.
- C. The rules and regulations shall be in writing, signed by the head of the department and approved by the Township Manager and shall be filed in the Office of the Township Clerk.
- D. They shall be binding on all persons subject to the jurisdiction of the department.
- E. A written copy of such rules and regulations shall be distributed to personnel of the department affected and shall be posted in the headquarters of the department. Copies shall be available upon request.

ARTICLE XVI

CLOTHING ALLOWANCE/MAINTENANCE

1. Allowance

- A. All eligible employees will receive an annual clothing and cleaning allowance of \$725 in 1997 and 1998. All eligible employees will receive an annual clothing allowance of \$950 in 1999 and \$1,000 in the year 2000. This allowance shall be used for the purchase of required uniforms and shoes and maintenance of same.
- B. Payment of the allowance shall be by February 1, in any given year.
- C. Safety, rain gear and gloves shall continue to be provided by the Township.
- D. Meter readers shall not be required to wear steel tipped shoes when assigned to meter reading. Non-steel shoes must be approved by the supervisor.
- E. Any employee on an unpaid leave of thirty (30) days or more shall have his clothing allowance pro-rated for the period of said leave. Adjustment shall be deducted from next year's clothing allowance only.

2. Maintenance

- A. The Association agrees that each employee covered by this Agreement shall maintain a presentable appearance. Presentable appearance shall be defined as follows:

Shirts - solid light or dark blue with no writing or pictures other than the Township patch worn on the left sleeve, an American flag worn on the right sleeve or the employee's name above the left pocket.

Pants - solid dark blue (full length only).

Jackets - solid dark blue (including winter coat).

T-shirts - solid white or solid blue (no writing or pictures).

Coveralls - Dark blue only.

Shoes - Safety steel-toe (at all times).

Sweatshirts, vests, etc. - solid blue.

- B. Dirty, severely stained, torn or ripped shirts or pants shall not be worn when reporting to work until properly mended or cleaned.
- C. Although not included as proper attire, each employee may request up to ten Township insignia patches be provided in any given year.
- D. Any employee reporting for work not properly attired or whose uniform is in gross disrepair shall be sent home without pay. He or she may return within one hour in proper attire with only loss of said hour's pay. For a second offense within any twelve month period an employee will be sent home without pay for two days. A third offense within that same twelve month period may result in disciplinary action up to dismissal. An employee suspended under this clause shall have the right to appeal to the Manager within five (5) days of the notice of suspension. The specific penalties above shall not be applicable when the employee has other disciplinary actions on his record. The penalties above are only applicable to uniform violations under this paragraph.
- E. With employee safety in mind, employees will be required to wear orange safety vest, viewed from front and rear, while working on or near roadways. Hard hats will also be required while working in trenches or beneath equipment.

3. New Employees

- a. Whenever the Township hires an employee for full-time work, subject to the six (6) month probation period, said employee shall not be entitled to the normal clothing/maintenance allowance provided regular association employees. However, the Township shall provide a full set of uniforms, consisting of five (5) shirts long sleeve, five (5) pairs of pants, one (1) coat, one (1) work jacket and one (1) pair of steel-toe safety shoes. All new employees who fail to satisfactorily complete the six (6) month probation period and are terminated shall be required to return the uniforms and equipment aforementioned. Payment of final wages and

any other monies due shall not be made until said employee turns in the clothing and equipment.

- b. If the beginning date of employment is prior to July 1, of any given year, the employee shall not be entitled to any additional clothing/maintenance allowance for the remainder of that year. If employment occurs on or after July 1, of any given year then for the following year the employee shall receive one-half of the regular clothing/maintenance allowance provided Association employees. In each year thereafter, the employee shall receive the normal clothing/maintenance allowance.

ARTICLE XVII
HEALTH BENEFITS

1) Effective July 1, 1994, the Township reserves the right to increase the annual deductible for medical/hospitalization insurance to \$200 individual, \$400 per family.

2) Premium and Alternate Plans

During the term of this Agreement, the Township shall provide medical and hospitalization benefits including prescription drug, vision care and dental as set forth below. Effective 30 days after the signing of this contract, the Township will pay the entire insurance premium costs incurred for the employee and eligible family members under all Township approved health plans other than the indemnity plan and the \$5.00 point of service plan. If the employee elects to be covered under the indemnity plan or the \$5.00 point of service plan, the employee will be required to contribute to the Township the amount the Township's actual costs for either the indemnity plan or the \$5.00 point of service plan, as the case may be, exceed the Township's actual costs for its managed care plan (\$2.00 point of service plan). Said cost difference from the date of the inception of this contribution agreement until September 30, 1999 are set forth in Appendix B.

The employee will be required to pay the said cost differences contribution on a bi-weekly basis through payroll deductions by the Township. Notwithstanding the above obligation to contribute to the Township for the insurance cost difference, in no event shall an employee be required to pay an amount which exceeds the following caps:

- a. For an employee earning \$39,999.99 or less, an amount of 1% of the employees base gross annual salary (excluding any overtime or other income) in any one year period.
- b. For an employee earning \$40,000 or more, an amount of 2% of the employees base gross annual salary (excluding any overtime or other income) in any one year period.

Prior to the effective date of imposing insurance cost payments under this Article, the

Township shall conduct an informational session, open to all unit employees that choose to attend, at which insurance company representatives will explain the various health plan coverages and costs which are available. No insurance cost difference charges shall be imposed until such informational session has been completed. Each employee shall have the right to choose his or her health care plan during this informational period between contract signing and the effective date of imposing insurance cost differences (i.e. 30 days).

In the event the actual insurance cost differences incurred by the Township are determined to increase after September 30, 1999, the Township shall give written notice of any proposed increase and the method by which it was calculated (including all back-up information in the Township's possession) to the Association at least 30 days in advance of any proposed effective date for increased insurance cost difference charges. During the 30 day period after the Township's notice of a proposed increase in insurance cost difference, any employee may change his or her health insurance to one of the other approved Township plans. At all times the Township shall disclose to the Association all health benefit/health insurance cost or contribution rate information in its possession or which information is reasonably obtainable by the Township upon the Association's request.

In no event will the employee be required to contribute more than the cost difference incurred by the Township between the managed care plan and the indemnity plan or the \$5.00 point of service plan, whichever has been selected by the employee.

The co-pay for indemnity plan medical visits will be \$2.00 per visit.

The parties agree that the terms of this Section 2 only shall, at the option of either party, be the subject of a re-opening of negotiations if the unfair labor practice and/or arbitration of health benefit issues taking place or about to take place with the AFSCME unit results in an amendment to the AFSCME unit's health benefit provisions.

3) Insurance Carriers; Change

The Township has the right to change insurance carriers so long as the same or substantially similar benefits are provided and the overall benefits level remains the same. The Association shall be provided with an opportunity to review a proposed change prior to the effective date of the change. Any unilateral change in the prescription drug program initiated solely by carrier shall not be considered change in the Township benefit level.

4) Vision Plan

There shall be a \$16.25 benefit to be provided to defray the cost of a glaucoma test if not given as part of a regular eye exam. All employees who do not elect to join an HMO or RCHP shall enjoy the following vision care plan:

Vision Care Schedule for Self-Insured Plan:

	<u>Maximum Payment</u>
Examination	\$ 27.75
Lenses, Pair	
Single Vision	\$ 22.50
Bifocal	\$ 45.00
Trifocal	\$ 55.50
Lenticular	\$ 72.00
Contact Lenses:	
If, following cataract surgery, or when visual acuity cannot be corrected to 20/70 in the better eye by conventional lenses.	\$100.50
Other Contacts.	\$ 45.00
Frames.	\$ 22.50
Glaucoma, if not part of regular exam.	\$ 16.25

5) Prescription Plan

The prescription co-pay shall be \$5 effective July 1, 1994.

6) Retirement

- a. Retirees have the option of continuing insurance coverage by paying the Township the amount of the premium required to continue coverage. It is understood the Township will provide this benefit contingent upon the insurance carrier permitting same.
- b. The Township agrees to evenly split the cost of medical and hospitalization insurance only to any employee who has fifteen (15) years continuous service with the Township, retires, and commenced employment with the Township after the age of forty (40) and before 1/1/88. Such coverage will last until eligibility for medicare ensues. The employee may pay the difference to cover spouse and family and other insurance (i.e., dental and prescription). Upon eligibility for medicare, the Township will split the cost of a medicare supplemental policy for the employee only.
- c. The Township agrees to provide medical and hospitalization insurance only to any employee and family who has twenty-five (25) years continuous service with the Township and who retires within the meaning of PERS and/or ordinary and accidental disability retirement until the employee is eligible for medicare. The employee may pay the difference to cover other insurance (i.e., dental and prescription). If the employee has other health insurance coverage, the employee agrees to make the Township policy secondary. Upon eligibility for medicare, the Township will pay for a supplemental medicare policy for the employee and spouse only.
- d. If the employee retires with 30 years service within PERS with a minimum of 15 years service with the Township, the employee and family shall receive prescription and dental insurance also until eligible for medicare.
- e. If an employee or retiree dies "off the job," the family shall receive medical and hospitalization insurance coverage for a period of five years or until the spouse remarries or obtains employment which provides medical and hospitalization insurance coverage. If

the employee dies on the job, the family shall receive 10 years medical and hospitalization insurance or until the surviving spouse remarries or gets other employment which provides medical hospital insurance coverage.

- f. With respect to paragraphs b, c and d, such supplemental medicare coverage shall make the retired employee's medical and hospitalization coverage substantially similar to the current employee's medical and hospitalization coverage.
- g. Employees who retire on or after December 1, 1998 shall continue to pay the contributions set forth in Section 2 above.

7) Volunteer Benefits

A volunteer responding to South Brunswick Township duty will be provided with death benefits identical to the death benefits for active duty, i.e., health benefits, life insurance and any other benefits provided under the control of the Township.

ARTICLE XVIII

MERIT INCREASES/RECLASSIFICATIONS

- 1) All eligible employees within the Union shall receive a merit/step increase of the lesser of three (3) percent or \$825.00 in addition to the negotiated increase except that the last merit increase shall not exceed the maximum hourly rate as set forth in this Agreement in that salary range.
- 2) Reclassifications recommended and approved during the annual employee evaluations, shall be effective January 1 of the succeeding year. Reclassification resulting from a newly created position shall entitle employee to receive pay increase effective the date the position is funded rather than January 1 of the succeeding year. All reclassifications must receive the approval of the Manager and Township Council. A reclassification will be at least 5% increase in pay.

ARTICLE XIX

STABILITY PAYMENTS

- A. All full-time Township employees employed prior to January 1, 1983, holding positions or offices allocated to the classified service and paid annually or hourly, shall receive a salary or wage stability increase based upon years of continuous service and percentage of the employee's base pay and computed as follows:
1. After completion of five years, four percent.
 2. After completion of eight years, six percent.
 3. After completion of 11 years, eight percent.
 4. After completion of 15 years, ten percent.
- B. All personnel employed prior to January 1, 1979, shall be entitled to receive upon the completion of three years of continuous service, a salary of wage stability increase computed at the rate of two percent of the employee's base salary.
- C. Stability payments shall not exceed \$5,000 per year.
- D. Employees employed after December 20, 1977, having an anniversary date between November 15 and January 1 shall for the purpose of stability payments have an anniversary date of January 1, of the year succeeding actual employment.
- E. Those employees holding positions prior to December 20, 1977, and having an anniversary date between November 15 and January 1 of the succeeding year, shall for the purpose of stability payments, have an anniversary date of November 15 of the year they first held a position or office allocated to the classified service.
- F. Continuous employment service shall mean continuous and full time employment by the Township without breaks in service from year to year except for annual vacation, earned sick leave, service in the United States Armed Forces, and authorized leaves of absence up to one year.

- G. All Township employees transferred from South Brunswick Municipal Utilities Authority on September 1, 1971, shall be considered Township employees from the date that they were employed by the South Brunswick Municipal Utilities Authority and shall receive stability payments based upon their prior authority employment.
- H. For all employees hired after January 1, 1983, but prior to December 1, 1998, the following schedule of benefits shall constitute the Longevity Plan.

<u>Years of Service</u>	<u>Payment</u>
5	\$ 650.00
10	\$1,000.00
15	\$1,500.00
20	\$2,000.00
25	\$2,500.00
30	\$3,500.00

- I. Employees hired on or after December 1, 1998 shall not be eligible for longevity plan benefits or stability payments.
- J. For all employees employed prior to January 1, 1983, the existing Longevity Plan, as provided in the PPPM, shall continue with the exception that no employee shall be entitled to receive more than \$5,000 in longevity pay in any given year.
- K. Such payments shall be paid on a biweekly basis. Such calculation shall be made by dividing yearly stability payment into biweekly checks to be received within a given year and applied equally to each check.
- L. Payments shall commence upon attaining anniversary date.

ARTICLE XX

JOB OPENINGS/POSTING PROCEDURE

- A. All notices of job opening in the Township operations shall be posted sufficiently in advance of the anticipated hiring date and in no event less than ten (10) days. Nothing herein shall preclude the Township from responding to emergency conditions.
- B. The posting procedure for the unit shall be as follows:
1. All employees who have been in their current position for one year or more may bid on vacant positions, provided however, that the vacant position is in a classification higher than that of the position presently held by the employee, except that an employee may bid on a lateral transfer or demotion once every six (6) months.
 2. If the Township proposes a new position (i.e., a new title and classification), then that proposed position shall be posted and all applicants shall be interviewed by the Director of Public Works making the hiring recommendation.
 3. If a vacancy occurs in any position during the course of the year, that position shall be posted and all applicants shall be interviewed by the Director of Public Works making the hiring recommendation.
 4. If a reclassification or promotion is made for any particular employee, that proposed reclassification/promotion (with the appropriate identifying information as to the name of the employee and the nature of the reclassification or promotion) shall be posted and any unit member within the same division who feels he/she is equally deserving of an equal reclassification or promotion shall have the opportunity to apply to the Department Head for a reclassification/promotion.
 5. All items required to be posted herein shall be so posted for at least 10 working days on the Public Works Employees bulletin board and a written notice provided to the unit's President. The posting shall state all requirements for the position and the hiring interview which will be

conducted by the Director of Public Works making the hiring recommendation with respect to each new position, opening, reclassification or promotion.

6. If requested in writing within 10 working days of the decision (which shall be posted), any unsuccessful applicant for any posting shall be interviewed by the Director of Public Works who makes the hiring recommendation, no more than 30 days after the decision has been made and duly posted.
7. Notice of reclassification or promotional recommendations made by the Director to the Manager shall be provided to the Association president immediately after such recommendations have been made.

ARTICLE XXI

PHYSICAL EXAMINATIONS

Each employee shall be eligible to receive a physical examination by a physician of his/her choice on a bi-annual basis. The Township will reimburse the employee receiving a physical examination up to \$250 providing proof of the examination. If requested, the employee must produce a statement showing the results of the examination. The employee shall submit medical papers to the Township carrier. The Township shall reimburse the employee for those expenses of which carrier does not pay for up to \$250.

ARTICLE XXII

SALARY AND WAGES/EDUCATION BENEFIT

1) Increases

A. Effective January 1, 1997, all employees shall receive a three percent (3%) wage increase.

The increase shall be computed on the employee's December 31, 1996, hourly wage schedule.

B. Effective January 1, 1998, all employees shall receive a three percent (3%) wage increase.

The increase shall be computed on the employee's December 31, 1997, hourly wage schedule.

C. Effective January 1, 1999, all employees shall receive a three percent (3%) wage increase.

The increase shall be computed on the employee's December 31, 1998, hourly wage schedule.

D. Effective January 1, 2000, all employees shall receive a three percent (3%) wage increase.

The increase shall be computed on the employee's December 31, 1999 hourly wage schedule.

2) Wage Computation

Employees covered by this Agreement are paid on an hourly basis bi-weekly based upon an 80 hour pay period (8 hours a day).

3) Increment Dates

All employees shall have an increment date of January 1, for the purpose of awarding merit wage or salary increases. All unit members employed by the Township at any time during the calendar year to fill a classified position, who are required to serve a six month or more probation period shall have as their increment date the next January 1 following the end of such probationary period. The senior position equates to a 4.5% increment. A promotion or reclassification other than filling a vacancy will result in at least 5% salary increase retroactive to January 1st (or if a new position effective date position is funded) not to exceed

maximum hourly rate excluding senior position. Promotion into a vacancy will be effective at the time of promotion with at least 5% wage increase not to exceed maximum hourly rate excluding senior position.

4) Senior Position

Employees who have attained at least three (3) years of service in a position and have been at the top of the salary range for at least three years in that position, shall advance to the "senior" position the January 1 following their meeting the criteria. In the event the employee's last merit salary increase was less than 5% because the available merit/step range is less than 5%, the employee shall advance to the "senior" position on the January 1st on which they meet the three year criteria, or three years after the last merit salary increase.

This exception is not applicable to situations where the employee did not get a full merit/step increase due to failure to meet Township specified merit criteria during the three-year period ending on the date of the last merit salary increase.

5) Education Benefit

1. Each employee is eligible for the following Education Benefit Program"

a. College Credits/Tuition Reimbursement: The Township will reimburse employees \$25 per credit hour for credits earned at a recognized or accredited school. The cost of vocational training courses that are directly job related, will be fully reimbursed.

Vocational training courses that are not job related, are subject to reimbursement at the rate of fifty (50%) percent of the cost of the course. All applications for vocational training courses must be submitted to the Director for review and approval.

b. Degree Incentive Program: Employees who receive the Degree Incentive program as of December 1, 1998 shall continue to do so on an annual basis. Employees hired prior to December 1, 1998, who subsequently earn a degree which qualifies for payment shall receive the payment once during their employment, not on an annual basis.

Employees hired on or after December 1, 1998 shall not be entitled to degree incentive program benefits.

The Township will pay eligible employees as defined above who earn or who have the following degrees pursuant to paragraph F at the rate shown:

DEGREE

Associates	\$ 350
Bachelors	\$ 900
Masters	\$1100

- c. An employee claiming this benefit must produce for his/her personnel record a copy of the certification evidencing the holding of the degree. Payment for those eligible will be made not later than April 1. Payment for a degree just acquired, will be prorated on the basis of the date of the degree to year end subject to the limitations set forth in paragraph b above.
- d. Employees who leave the employ of the Township within five (5) years of receipt of the monies shall remit all monies received except in cases of death, disability, termination and/or retirement.
- e. The payment under this Article applies only to those college credits that in the judgment of the Department Head have a direct effect of improving the employee's ability to perform his duties or create promotional opportunities or job opportunities within the Township.
- f. In order to receive payments under this Article, such degrees must be obtained after employment with the Township. Probationary employees shall not be eligible for such payments.

6) Work Related Licenses

The Township agrees to pay for DEP required water and sewer annual renewal fees, commercial drivers license and any other vehicle license fee the Township directs the employee to obtain in the future.

ARTICLE XXIII

ACTING FOREMAN/FOREMEN ON CALL

1) Acting Foremen

- a. Any employee designated as Acting Foreman shall receive a wage supplement of ten (10) percent of his regular wage rate for time earned serving as Acting Foreman. Payment shall be computed to year end and paid in the first convenient pay period in January and, in no event, later than the last pay period in January. The Director shall maintain records indicating the time earned by each employee for his/her Acting Foreman's work. No payment for Acting Foreman shall be made for assignments of less than one full working day.
- b. Eligibility for acting foreman shall be limited to an employee classified in range 38 or higher. If there is more than one "38" or higher in the particular operating unit, the appointment of acting foreman shall be rotated among those eligible. An employee appointed as acting foreman may be qualified for the responsibilities of the position and worthy of appointment based on past performance. The director may refuse to assign an acting foreman if, in his judgment, past performance and qualifications do not justify the appointment.
- c. Acting Foreman
During an emergency call, the field crews shall have the right and the obligation to contact the foreman on call or main office in the event that a condition exceeds the level of expertise or authority of the senior field staff to request the assignment of a foreman or supervisor with appropriate training or authority. A written report concerning all such requests shall be made available at the request of either the Director or the Association to provide a basis for the review of any covered decision by the Director and the President of the Association. Appeals of covered decision by the Association may be made to the Manager.

2) Foreman on Call

Employees designated as Foreman shall receive in a separate check, a cash allowance of \$400 for being required to be on call during certain times during the year on a rotation basis with other Foreman. Payment of such monies shall be made to each Foreman no later than December 15 of the year and pro rated for partial service. It is understood and agreed that supervisors are not on call.

ARTICLE XXIV

CALL-OUTS/MEALS/TRAVEL & EXPENSES

A. Any employee recalled for a work assignment, outside of his/her normal working hours, shall be entitled to a minimum of three (3) hours "call-out" pay at the applicable overtime rate. This provision is not applicable to the following situations:

- 1) to employees who are held over, on a continuous basis, from their normal tour of duty,
- 2) to more than one "call-out" during the same 3 hour period, and
- 3) if the call-out is within two hours of the scheduled work day.

a. if the employee is recalled more than once during the same three (3) hour period, he shall receive actual time worked during the second call-out only.

B. Employees shall receive \$7.50 meal money upon completion of four (4) consecutive overtime hours contiguous with the employee's workday. Effective in 1999 employees shall receive \$10.00 meal money upon completion of four (4) consecutive overtime hours continuous with the employee's workday. Employees shall receive an additional \$10.00 meal money upon the completion of each additional eight hours of consecutive overtime hours continuous with the employee's workday (i.e., after 20 hours of consecutive overtime and so on).

C. TRAINING/EDUCATION

The Township will pay for or reimburse employees/officials for reasonable personal expenses related to travel, meals and lodging involved in authorized Township business and for authorized training and education. Employees/officials shall strive to minimize expenses.

Expenses for hotel/motel accommodations shall be based on reasonable single room costs considering geographic location.

Meal expenses shall be limited to a rate of twenty-five dollars (\$25.00) per day. The following figures are guidelines for employees meal expenses:

Breakfast	\$ 5.00
Lunch	6.50
Dinner	13.50

D. Miscellaneous Expenses:

The Township will, subject to the approval of the Manager, reimburse employees/officials for expenses related to meetings, etc. Examples of such expense would be dinner/lunch meetings of various organizations, luncheon meetings to discuss Township business with non Township employees/officials.

- E. Prior approval by the employee's department head of travel/meal/lodging expense is required.
- F. Requests for payment/reimbursement, Category C, "Training/Education," shall be submitted on the Township form "Travel Expense Authorization." Submit form no later than seven days prior to proposed activity. If department head, submit form to Manager. Upon receipt of approved reimbursement form, a purchase order shall be submitted in accordance with the purchasing procedure.
- G. Reimbursement for Category D, "Miscellaneous Expenses," shall be submitted on a purchase order.

ARTICLE XXV

LAYOFF AND RECALL

- 1) The Township shall lay off employees in an inverse order of seniority, providing the remaining employees have the demonstrated ability and qualification to perform the remaining work as determined by the Township.
 - a. The Township may lay off an employee without regard to seniority if the employee in his most recent performance evaluation has a rating of unsatisfactory or less.
 - b. An employee may also be laid off without regard to seniority if upon a review by the Township Manager, Department Head or supervisor, the employee's sick leave record shows a clear record of abuse of the sick leave privilege.
- 2) Layoff

During the life of this contract, new hires employed after January 1, 1994 shall not receive protection from layoff as a result of qualifications or licenses held as provided in Article XXV, paragraph 1, of this Agreement.
- 3) While seniority shall prevail during layoff procedures, the employee subject to layoff may, at his/her discretion, replace another employee in a lower qualification if the biddable qualifications are met for that particular job.
- 4) Employees on layoff shall be recalled in the order of seniority providing that those recalled have the demonstrated ability and qualifications to perform the available work as determined by the Township.
 - a. If in the event of recall, the vacancy that exists is in a lower classification than from which the employee was laid off, the employee has the right to accept that position at the highest step of pay for that particular position.
- 5) Seniority shall terminate upon:
 - a. discharge;

- b. voluntary quitting;
 - c. layoff for a period of one year or more;
 - d. failure of employee to accept and report to work within two (2) weeks of notification of his recall by certified mail delivered to his last address as provided by the employee at the time of his layoff.
 - e. the employee obtaining a leave of absence through false, misleading statements.
- 6) The period of layoff shall not constitute a break in service, but the period of layoff shall not be credited to the employee's record for all related benefits.
 - 7) Re-employment is the return to Township service by an employee who has resigned in good standing.
 - 8) An employee who is re-employed following a resignation in good standing to a position in the same classification will enter the position at a salary step with the appropriate range as approved by the Township Manager. The rate of pay shall not exceed the current equivalency of the step rate of the position in which last employed.
 - 9) In the case of re-employment within 180 days of resignation in good standing, an employee may be rehired at the same title without examination provided the position intended is available and no promotional or special re-employment lists exists for the title.
 - 10) For re-employment within 180 days seniority rights will continue for all benefits with, adjustment for the loss of service time. If the employee's position required uniforms, re-employment is conditioned on the basis that he/she has the full complement of uniforms available. All earned but not used leave type benefits for which the individual received compensation at the time of separation, may be restored providing reimbursement is made within two weeks from the date of rehire.
 - 11) For re-employment after 180 days, the employee will commence service as a new employee with no accrual of seniority rights and attendance benefits.

ARTICLE XXVI
BLOOD DONATION

An employee donating blood during working hours as part of a Township Blood Drive, shall be permitted two (2) hours compensatory time. The time to be taken will be scheduled with the approval of the Director.

ARTICLE XXVII

FUTURE NEGOTIATIONS

On negotiations for a successor contract, the parties agree that if they reach an impasse on any terms and conditions of employment, the same will be submitted to the mediator/fact finder to be selected pursuant to the rules of PERC. All terms and conditions of preceding contract will remain in effect until a new agreement has been reached.

ARTICLE XXVIII

MAINTENANCE OF PERSONNEL RECORDS

- A. A personnel file for each employee shall be maintained.
- B. The records shall include all documentation on such employee concerning qualification, work history, dates of appointments and promotions, permanent status, job titles, salaries, commendations, job specifications, performance evaluations, disciplinary actions, amounts of leave accrued and used, and related matters.
- C. Specific items to be included at the time of appointment:
 - 1. Employee application
 - 2. Dependant statement, W4
 - 3. Authorization for other deductions
 - 4. Approved rate change forms
 - 5. Picture of individual
 - 6. Other information related to employment
- D. Department Heads shall maintain a register for employees utilizing personal time during the normal working day, exclusive of the lunch hour.
- E. Upon written request and reasonable notice, employees are entitled to review the contents of their own personnel folder in the presence of a designated official. The Township reserves the right to remove such records as psychological, and psychiatric examinations, pre-employment inquiries, and background investigations, prior to review of the folder contents by the employee.
- F. The employees may file a written response to any memorandum or document which is derogatory or adverse to him or her. Such response will be included in the personnel file, attached to, and retained with the document in question. If any material is derogatory or adverse to the employee, a copy of such material may be sent to the employee upon his request.

ARTICLE XXIX

WORKERS' COMPENSATION

- A. The Township will provide Workers' Compensation as required by N.J.S.A. 34:15-12 et seq. for all employees.
- B. Any time an accident or injury to an employee occurs while on the job, report the incident to your supervisor immediately, no matter how small the injury may be. Supervisors must notify the Office of the Township Manager and complete the necessary report forms within twenty-four hours.
- C. Where medical attention is required, employees shall seek the services of the Township physician or a physician from the panel of doctors approved by the Township.
- D. In an emergency, the employee is to be taken to Princeton Medical Center or the nearest hospital. All continued treatment is to be recommended by the Township physician or the panel doctor.
- E. The doctor should supply the employee with a note stating the following: Diagnosis and estimated time expected to be unable to work, if any.
- F. If subsequent treatment is required and disability extended, a further note will be required stating this extension. A report from the treating physician shall be furnished monthly until the employee returns to work.
- G. A doctor's certificate must be submitted to the Department Head which shall be forwarded to the Administration Office before the employee can return to his/her duties.
- H. The employee should notify the (attending physician) to send all bills to the Township of South Brunswick.
- I. The employee's absence will be reported for daily attendance as a Workers' Compensation absence.
- J. Compensation for time lost from the job because of a Worker's Compensation injury will be handled in the following way:

1. Upon certification of a job related injury and subsequent disability, the employee may continue to receive salary/wage payments based on his/her regular rate of pay if he/she agrees to sign over to the Township all checks received from the Workers' Compensation insurance carrier for weekly disability payments.
- K. A leave of absence as a result of injury or illness or disease incurred in the line of duty may be granted by the Township Council, pursuant to R.S. 40:11-8, for a period of up to one (1) year with full pay provided the employee so injured applies in writing to the Township Manager. When such action is taken, the employee shall not be charged any sick leave time lost due to such injury.
- L. Any amount of salary or wages paid or payable to employees because of such leave shall be reduced by the amount of any Workers' Compensation award made for temporary disability because of the same injury or illness requiring such leave.

ARTICLE XXX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXXI

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement

ARTICLE XXXII

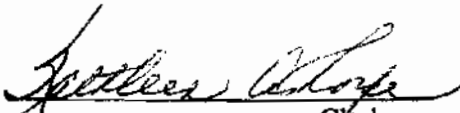
TERM OF CONTRACT

The term of this Agreement shall be for a period of four (4) years from January 1, 1997 to December 31, 2000.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers on the day and year first above written.

ATTEST:

TOWNSHIP OF SOUTH BRUNSWICK

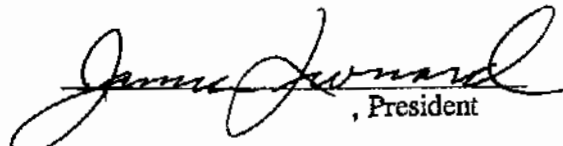

Kathleen Lopez
, Clerk


Debra Johnson

ATTEST:

SOUTH BRUNSWICK PUBLIC WORKS
EMPLOYEES ASSOCIATION


Michael
, Secretary


James
, President

APPENDIX A

SALARY CHART

<u>POSITION</u>	<u>1997</u> <u>3%</u>	<u>1998</u> <u>3%</u>	<u>1999</u> <u>3%</u>	<u>2000</u> <u>3%</u>
35 Laborer Laborer Sr. Meter Reader Meter Reader Sr. Animal Warden Equip. Oper. Animal Warden Sr. Equip. Oper. Sr.	13.29-19.94	13.29-20.54	13.29-21.16	13.29-21.79
36 Sewer Mntc. Man Heavy Equip. Oper. Sewer Mntc. Man Sr. Heavy Equip. Oper. Sr.	16.09-20.44	16.57-21.05	17.07-21.68	17.58-22.33
36(SR) Senior	21.34	21.98	22.64	23.32
38 Hvy. Equip. Oper. II Equip. Mntc. Mechanic Water Mntc. Man Hvy. Equip. Oper. II Sr. Equip. Mntc. Mechanic Sr. Water Mntc. Man Sr.	17.22-21.73	17.74-22.38	18.27-23.05	18.82-23.74
38(SR) Senior	22.70	23.38	24.08	24.80
41 Veh. Mntc. Foreman Section Foreman Veh. Mntc. Foreman Sr.	19.27-24.12	19.85-24.85	20.45-25.59	21.06-26.36
41(SR) Senior	25.20	25.96	26.74	27.54

APPENDIX B

HEALTH INSURANCE COST UNTIL SEPTEMBER 30, 1999

- a. For the indemnity plan an annual contribution of \$523.56 from the employee for either the single employee or family plan; and
- b. For the \$5.00 point of service plan an annual contribution of \$174.48 from the employee for either the single employee or family plan.

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