

A G R E E M E N T

~~The~~ East Hanover
Employees' Association

and

East Hanover Township

The Township of East Hanover

X January 1, 1989 - December 31, 1991

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PREAMBLE

This agreement, made and entered into this first day of January, 1989, by and between the Township of East Hanover a municipal corporation in the County of Morris and State of New Jersey (hereinafter referred to as the "TOWNSHIP") with offices at the Municipal Building, 411 Ridgedale Avenue, East Hanover, New Jersey and The East Hanover Employees Association (hereinafter referred to as the "ASSOCIATION"), represents the complete and final understanding on all bargainable issues between the TOWNSHIP and the ASSOCIATION and is designed to maintain and promote a harmonious relationship between the TOWNSHIP and such of its employees who are covered by ARTICLE I, SECTION A, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

A. The TOWNSHIP hereby recognizes the ASSOCIATION as the sole and exclusive negotiating agent for all regular full time employees presently and hereafter employed by East Hanover Township, including all present and future classifications, titles, and/or positions, but excluding all other employees of the TOWNSHIP, including part time employees, members of P.B.A. Local 227, the Township Clerk, the Township Administrator, and any future " Confidential employees" as stated in N.J.S.A . 34:13-4 (g).

ARTICLE II

EQUAL EMPLOYMENT OPPORTUNITY POLICY

A. The TOWNSHIP will continue its policy that there shall be no discrimination, intimidation, or coercion by the TOWNSHIP or any of its agents against any employee represented by the ASSOCIATION because of its membership or activity in said ASSOCIATION. The ASSOCIATION shall not intimidate or coerce any employee into its membership.

B. It is mutually agreed that there shall be no discrimination because of race, color, creed, sex, national origin, political affiliation, marital status, or physical disability unless based on a bona fide job requirement. ASSOCIATION and TOWNSHIP representatives shall work cooperatively to assure the achievement of equal employment opportunities.

ARTICLE III

ASSOCIATION RIGHTS

A. During Collective Negotiations, authorized Association representatives, not to exceed four (4) shall be excused from their work duties when necessary, to participate in all negotiation sessions which may be mutually scheduled to take place partially during their regularly scheduled work time, and shall suffer no loss of regular pay thereby.

B. Should any negotiation session that is scheduled during regular work hours extend beyond the normal quitting time, said Association representatives shall not be entitled to any compensation, either regular or overtime, for the period between their normal quitting time and the conclusion of the negotiating session. Negotiation sessions scheduled for non-working hours shall not be compensable.

C. Each respective Negotiating Committee shall be empowered with authority to negotiate an Agreement, subject, however, to the approval and ratification of same by their respective constituencies.

ARTICLE IV
MANAGEMENT RIGHTS

A. In order to effectively administer the affairs of the Township and to properly serve the public, the Township hereby reserves and retains unto itself, without limitations as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, managements prerogative include the following rights:

1. To manage and administer the affairs and operations of the Township.
2. To direct its working forces and operations.
3. To hire, promote, transfer and assign employees.
4. To demote, suspend, discharge and otherwise take disciplinary action against employees.
5. To take necessary action in emergencies.
6. To determine standard of selection for employment.
7. To determine standards of performance of employees.
8. To evaluate employee performance
9. To determine the methods, means, and personnel by which the Township's operations are to be conducted.
10. To determine the content of job classification and descriptions
11. To promulgate rules and regulations, from time to time, which may affect the orderly and efficient

administration of the Township.

B. Nothing contained in this agreement shall operate to deny to, or restrict, the Township in the exercise of its powers, rights, responsibilities and authority pursuant to the laws of this state or of the United States.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1: Definition

A. Grievance - A grievance is any alleged violation of terms and conditions of employment as set forth in this Agreement or any dispute with regard to the Agreement's meaning or application.

B. Immediate Superior: An employee's immediate superior is the person to whom the aggrieved employee is directly responsible.

Section 2: Purpose

The purpose of the grievance procedure is to secure an equitable solution to the problems affecting employees arising under the Agreement.

The parties agree that disputes shall be resolved at the lowest possible level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his or her immediate superior and only in the event that such discussions fail to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

Section 3: Procedure

A. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

B. An aggrieved employee must file his or her grievance in writing with his or her immediate superior within two (2) working days of the occurrence of the matter complained of, or within two (2) working days he or she would have reasonably been expected to know of its occurrence. Failure to act within said time period shall constitute an abandonment of the grievance.

STEP 1: Once timely filed, the aggrieved employee shall discuss the grievance with his or her immediate superior. If the grievance is not resolved satisfactorily or if no resolution is made within three (3) work days by the immediate superior, the employee must present his or her grievance to their Department Head in the event their immediate superior is not the Department Head. The procedure shall be the same as that discussed above for the immediate superior.

STEP 2: In the event there is not a satisfactory resolution of the grievance at Step 1 or an answer given within the time provided, the aggrieved employee may present his or her grievance to the Township Grievance Committee within five (5) work days thereafter. This committee shall be comprised of the Township Administrator and two persons appointed by the Township Committee. Upon receipt of the grievance, this Committee shall if necessary schedule a hearing to hear the grievance and render a decision thereon within ten (10) work days.

STEP 3: In the event there is not a satisfactory

resolution of the grievance at Step 2 or a decision rendered by the Township Grievance Committee within the time allowed, the aggrieved employee may appeal to the Township Committee, in writing within ten (10) work days thereafter, by use of a mutually approved grievance form. The aggrieved employee may at this time also request a hearing before the Township Committee in writing.

The Township Committee shall make a determination within thirty (30) days from the receipt or hearing of the grievance and shall give written notification to the aggrieved employee of its determination. This time may be extended by mutual agreement of the parties. The decision of the Township Committee shall be final and binding.

Section 4: Association Representation

At the request of the aggrieved employee, the Association President may participate in the grievance procedure at Steps Two and Three.

ARTICLE VI

WORK WEEK AND OVERTIME

Section 1.

A. WORK HOURS

The normal work week for all Association members shall consist of five (5) consecutive days, Monday through Friday. The normal work days, starting time and quitting time shall be as follows:

1. Department of Public Works and Recreation Maintenance Employees.

<u>Work Day</u>	<u>Starting Time</u>	<u>Quitting Time</u>
7 1/2 hours	7:00 A.M.	3:30 P.M.

2. Department of Public Works and Recreation Administrative Employees.

<u>Work Day</u>	<u>Starting Time</u>	<u>Quitting Time</u>
7 hours	7:30 A.M.	3:30 P.M.

3. For all other full time employees.

<u>Work Day</u>	<u>Starting Time</u>	<u>Quitting Time</u>
7 hours	8:30 A.M.	4:30 P.M.

4. In an emergency, the Department Heads may vary starting and quitting time hours as required.

B. It is also recognized that the aforementioned work schedule for the Department of Public Works and the Recreation employees may vary for certain seasonal operations.

C. When a lunch period is authorized during a normal work period, one hour is allowed for that purpose, with a specific time assigned to each employee by the Department Head in order that duty stations be covered at all times during the working day.

D. All employees shall receive two fifteen minute break periods during each normal working day; one fifteen minute break in the morning and one fifteen minute break in the afternoon.

E. Any changes in the Township office hours must be authorized by the Township Administrator, except where an emergency exists.

Section 2.

OVERTIME

A. OVERTIME

(1) All employees, except as otherwise provided herein, shall be paid time and a half their hourly rate of pay for work beyond the normal tour of duty as stated in ARTICLE VI (A.). Employees shall receive overtime pay in one-half (1/2) hour increments for each one-half (1/2)

hour worked.

(2) Overtime, as set forth above, shall be paid when an employee who is eligible to receive it is required to work in excess of a completed tour of duty or on a regularly scheduled day off or on an official holiday.

B. MINIMUM GUARANTEE

An employee called out to work outside his or her normal working hours as stated in ARTICLE VI (A.) shall receive a minimum of two (2) hours pay at overtime rate of pay, except when the overtime is contiguous to a normal work day. When overtime is contiguous to a normal work day, the employee will be paid for the overtime as stated in Article VI Section 2. A. Overtime (1).

Section 3. COMPENSATORY TIME

A. All compensatory time shall be in compliance with the Fair Labor Standards Act Sections 7.1 to 7.8 inclusive and in accordance with all changes as of the 1985 Amendments as designated in the F.L.S.A. Sections 7.1 to 7.8 inclusive.

B. Compensatory Time Off

1. All employees, except Department Heads, shall be eligible for compensating time off for hours worked beyond their normal tour of duty, in lieu of overtime, upon request and with prior approval by their respective Department Head.

2. All Department Heads shall receive compensatory time off, in lieu of overtime, on an hour for hour basis, for each hour of work beyond the normal work schedule as stated in Article VI (A) unless said time is part of the Department Head's responsibilities as outlined in their job description (i.e. Township meetings, Township functions, after hour job related activities). A determination as to what time worked qualifies as compensatory time shall be made either prior to or immediately following the time actually worked. It shall be the Department Head's responsibility to review each case with the Township Administrator who will make the final determination. All compensatory time must be used in the same year that it was earned or said time will be subject to forfeiture.

C. Accrued Compensatory Time

Department Heads who have compensatory time accrued from prior years must submit all documentation to the Township Administrator for review and approval within sixty (60) days following the signing of this agreement. Failure to do so may subject the Department Head to forfeiture of this time. All approved accrued compensatory time shall be carried forward until the Department Heads retirement and / or termination at which time they shall be paid for this time.

ARTICLE VII

HOLIDAYS

A. The following fourteen days are designated as official holidays. In January of each year an annual list shall be published indicating the dates that each holiday will be celebrated.

New Year's Day

* Martin Luther King, Jr. Birthday (floating)

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

General Election Day

Thanksgiving Day and Friday thereafter

Christmas Day

* A floating Holiday will be used at the discretion of the employee with approval of the respective Department Head. Offices will remain open.

B. Employees who are required to work on the recognized holidays noted in this Article shall be entitled to receive

the regular straight time pay to which such employees would be entitled had they not worked said holiday and shall in addition be paid at the rate of one and a half times their hourly rate for the actual hours they worked on said holiday.

C. To be entitled to a holiday, an employee must have worked on the day preceding and the day following the holiday, as defined in Article VII (A.), unless he or she is absent on authorized leave with pay. Authorized leave with pay shall include:

Vacation Leave

Personal Leave

Bereavement Leave

Authorized Sick Leave

D. If a holiday falls on a Saturday, the preceeding day shall be celebrated. If the holiday falls on Sunday, the following Monday shall be celebrated.

ARTICLE VIII

VACATIONS

A. All employees shall be granted the following annual leave for vacation purposes, with pay, in and for each calendar year.

B. The status of each employee with respect to annual vacation credits shall be determined on the anniversary date of each employees appointment as a full time employee of the Township of East Hanover.

C. All vacations will be scheduled in the first quarter of the year and scheduling will be based on seniority.

D. Upon the death, retirement, or termination of employment for any reason, there shall be paid to said employee or his or her estate, a sum equal to one (1) day of pay for each accumulated unused vacation day.

E. If any official holiday as designated in Article VII (A.) occurs during an employee's vacation, he or she will be entitled to an additional vacation day in lieu of said holiday.

F. Any employee hired prior to July 31 shall be entitled to five (5) vacation days in that year. Any employee hired after July 31 shall accumulate one (1) vacation day for each thirty (30) days worked up to December 31 of said calendar year. From January 1 to December 31 of the following year, said employees shall receive five (5)

vacation days.

G. All vacation time shall be calculated based on continuous years of service and on a calendar year basis. The vacation period for each year shall be as follows:

- (1) January 1 following the completion of one (1) year of service two (2) weeks vacation.
- (2) January 1 following the completion of two (2) years of service -three (3) weeks vacation.
- (3) January 1 following the completion of five (5) years of service -four (4) weeks vacation.
- (4) January 1 following the completion of ten (10) years of service -five (5) weeks vacation.
- (5) January 1 following the completion of fifteen (15) years of service to retirement - six (6) weeks vacation.

H. All vacation days in excess of five (5) days to which an employee is entitled shall expire on the anniversary date of the year immediately following the year in which said vacation days become due. In the event an employee fails or neglects to accept these vacation days, it shall be deemed that he or she has waived any and all rights to these days.

1. All vacation days in excess of five (5) days accumulated prior to this agreement shall be subject to the following terms:

- (1) Employees shall either use excess accumulated vacation days, for the purpose of vacation, by the termination date of this agreement; or
- (2) Employees shall be paid for excess accumulated vacation time not used by the termination date of this agreement as set forth in Article VIII Sec. 1 (1) at the rate of one (1) day of pay for each vacation day accumulated.

Reimbursement shall not exceed fifty (50) percent of total accrued vacation. Said employees shall submit to the Township Administrator within sixty (60) days from the signing of this Agreement a schedule of intent for the use and/ or reimbursement for excess accumulated vacation days. Failure to do so may subject employee to forfeiture of said accumulated vacation time. A mutually agreeable payment schedule shall be worked out between the Township Administrator and the employee, taking into consideration yearly budget constraints.

ARTICLE IX

ABSENCE AND LEAVES OF ABSENCE

Section 1. Absences

A. Absences from duty are classified as "illness", "vacation", or "other", and are to be noted on the time reports. An authorized leave of absence will be reported as "illness" or "other" depending on its nature. Days off charged to other shall be left to the discretion of the Department Head. The reason for each absence listed on the time report as "other" will be noted thereon, with a statement whether or not it is approved by the Department Head; or in cases of a Department Head approval by the Township Administrator.

B. Each employee must notify his or her Department Head of any absence from duty. If not possible to do so in advance of the working day, the report shall be made by telephone or otherwise prior to employees starting time or as early as possible on the day the employee is absent. If not possible to contact the Department Head, the employee shall notify the Township Administrator. A Department Head shall report his or her own absence to the Township Administrator. Failure to notify the Department Head and / or Township Administrator may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

Section 2. Sick Leave

A. All employees shall be entitled to accumulate one working day of sick leave with pay for each completed month of service to be used only in case of illness

B. In cases of reported illness or disability, the Township reserves the right to have a physician designated by the Township examine and report on the condition of the employee to the Township Administrator.

C. When the absence on account of illness or disability does not exceed three days, the employee's statement of the cause will be accepted without a supporting statement from his or her physician. The Governing Body, may in cases of frequent illnesses, have an employee examined by a designated physician, in order to determine the physical illness of an employee. The Township Administrator also has the right to waive such a requirement, or may require an employee to be examined by a physician designated by the Township for the purpose of certifying the employee fit for duty before that employee returns to work.

D. During prolonged periods of illness or disability, the Township Administrator may require periodic reports on the condition of an employee from the attending physician. When under medical care, during periods of sick leave, employees are expected to conform to the instructions of the attending physician if they wish to qualify for sick leave benefits.

E. Any sick leave payments exceeding the accumulated sick leave of an employee requires the approval of the Township Committee.

F. Each Department Head will maintain record cards on each employee, upon which will be recorded the total sick leave of an employee.

G. Any employee certified by an accident report as being absent on account of disability due to an accident or illness directly caused in the line of his or her work shall not have such absence charged against his or her sick leave.

H. Any employee on sick leave and receiving his or her normal compensation who in addition qualifies for payments under Workmen's Compensation weekly benefits shall during the period he or she is receiving said benefits be entitled only to that portion of his or her regular salary which, with the Workman's Compensation payments, equals their normal salary.

I. No employee, while on sick leave from the Township, shall be elsewhere or otherwise employed or engage in any outside work or employment.

J.

1. Any employee with at least five (5) years of service who retires, is permanently separated, or who, voluntarily leaves the service of the Township shall be entitled to one half (1/2) days' pay at his or her regular straight time rate for each day up to a maximum of two hundred (200) days of unused sick leave credited to them at

the time of his or her separation from the Township's payroll.

2. An employee applying for payment of unused sick time must submit said request, in writing to the Township Administrator no less than thirty (30) days prior to the date of separation from the Townships' payroll. Failure to do so may subject employee to forfeiture of unused sick time. Employee shall be paid for unused sick time on a bi-weekly installment basis until said time runs out.

Section 3. Bereavement Leave

A. In the event of a death in the immediate family of an employee, or the death of a relative who resides with the employee, or the death of a relative with whom the employee lives, the Township will grant an absence with pay to the employee from the date of death to the day after the funeral. Department Heads may grant special consideration.

B. Immediate family is defined to mean father, mother, father-in-law, mother-in-law, sister, brother, husband, wife, child, grandparent, or any relative living in the household with the employee.

C. In the event of a death in the family not mentioned in (A) or (B), one (1) personal day of bereavement leave shall be granted to the employee.

Section 4. Marriage

A. Any employee applying for personal leave in the event of said employees' marriage will be granted five (5) working days of personal leave.

Section 5. Leave of Absence Without Pay

A. A leave of absence without pay may be requested by an employee who shall submit in writing all facts bearing on the request to his or her Department Head, who will append his or her recommendation and forward the request to the Township Administrator for Township Committee action. Each case will be considered on its merits and will not establish a precedent. Leaves of absence without pay will be limited to a maximum of six (6) months.

Section 6. Jury Duty

A. If any employee is legally selected for jury duty, every effort shall be made to enable such employee to serve as juror. The Department Heads shall use every reasonable endeavor to aid said employee in performing jury duty. Each employee shall be paid for time served as a juror at their regular rate of pay providing that any compensation received as a juror shall be turned over to the Township Treasurer immediately upon its receipt.

Section 7. Military Leave

A. Any employee who is a member of the National Guard or Naval Militia or of a reserve component of any of the Armed Forces of the United States, who is required to undergo annual field training or annual active duty for training, shall be granted a leave of absence with pay for the period of such training, not to exceed two (2) weeks each year providing that any compensation received for reserve duty be turned over to the Township Treasurer immediately upon its receipt. Such leave shall be in addition to his or her regular vacation leave. All of the above is subject to state and federal statutes.

Section 8. Terminal Leave

A. Any employee with at least twenty-five (25) years of continuous service, who applies for retirement shall receive ninety (90) working days of terminal leave with full wages and benefits. Terminal leave shall commence ninety (90) working days prior to the effective date of retirement and the employee shall not be required to report for or to perform any duties during this period.

B. An employee applying for Terminal Leave must submit said notification, in writing to the Township Administrator no less than one hundred eighty (180) days, prior to the effective date of retirement. Failure to do so may subject employee to forfeiture of Terminal Leave benefits.

C. Payment for Terminal Leave shall be on a bi-weekly installment basis.

Section 9. Maternity Leave

A. Maternity leave and benefits are provided for under short term disability. Employees applying for maternity leave shall be covered by the Life Insurance Company of North America under short term disability or its equivalent.

ARTICLE X

HEALTH AND LIFE BENEFITS

Section 1. Health and Medical Benefits

A. The Township shall provide for and pay all premiums, unless otherwise stated, in connection with the following benefits for each employee and his or her family.

B. Health and Medical

- (1) A comprehensive Blue Cross and Blue Shield program with Rider J or its equivalent.
- (2) A comprehensive Major Medical Policy
- (3) In the event of the death of an employee, the Township will pay the costs of continuing coverage for the decedent's surviving spouse for a period of two (2) years, or until he or she remarries and for all eligible children subject to the same limitations as would be applicable had the decedent continued in active employment.

C. Life Benefits

A life insurance policy equal to twice his or her annual salary. The employee shall have the option to increase coverage to three (3) times his or her annual salary by paying the additional cost of the premium which shall be deducted from his or her pay.

D. Dental Health Benefits

A dental plan providing for the minimum benefits as defined in the Canada Life Plan or its equivalent.

E. Long Term Disability Insurance - Canada Life or its equivalent

F. Short Term Disability - Life Insurance Company of North America or its equivalent.

G. Prescription Plan - Blue Cross or its equivalent.

H. Health and Medical Benefit

(1) Adoption of provisions of chapter 88, P.L. 1974 whereby the Township will pay the costs of continuing coverage of Blue Cross/Blue Shield, or its equivalent, Major Medical, and benefits as stated in Article X Section 1. (D) and (G) or its equivalent, for all employees and their spouse after twenty-five (25) years of continuous service upon retirement.

(2) In the event of the death of an employee, as stated in Article X Section H. (1), the Township will pay the cost of continuing coverage for his or her surviving spouse, until he or she remarries, and dependents as would be applicable had the deceased continued in active employment.

ARTICLE XI
RECORD KEEPING

A. All Department Heads will maintain a daily log in which time and attendance records will be kept. Absences from posts of duty for purposes of the conduct of official Township business shall be so reported to the Department Head. If the Department Head will be or is absent, the Department Head must notify the Township Administrator of the absence. Department Heads within the table of organization of the Township are to be defined by resolution of the Township Committee.

B. Accurate, and complete daily time and attendance records will be maintained by each Department Head of the Township or the person in charge of each department or office or unit will certify to the accuracy of the time reports and logs. These records will be filed with the Township Clerk, correlated with the daily log and be subject to periodic review by the Township Committee.

C. Daily logs and records will include notation and record of employees' authorized and unauthorized absences, vacations, and tardiness. Any recurrent or chronic tardiness or unexplained absences from the post of duty shall be reported to the Township Administrator.

D. Record keeping shall include an accurate record of Department Heads compensatory time in accordance with the provisions of Article VI Section 3. B (2.) of this agreement.

ARTICLE XII

CLOTHING ALLOWANCE

A. Employees of the Department of Public Works, (excluding clerical staff), the Recreation Maintenance Force, and the Police Dispatcher shall after one (1) year of service, receive an annual clothing allowance for the purpose of purchasing uniforms and protective clothing as set forth in this agreement.

B. Employees as stated in Article XII (A.) shall be responsible for maintaining a neat and orderly appearance while on their tour of duty as required by their supervisor or department head. The employees of the Department of Public Works and the Recreation Maintenance Force shall be responsible for purchasing and maintaining foul weather gear and clothing requirements as follows:

(1) Employees shall purchase and wear on the job, dark blue pants and light blue shirts. Shirts shall have no insignia or lettering other than designation of the department he or she works in.

(2) Employees shall purchase and wear while on the job, one dark blue spring jacket and one dark blue winter jacket with appropriate lettering as to identify the department or unit the employee works in.

(3) Employees will purchase and wear at all times on

the job steel toe work shoes or boots.

(4) Employees will purchase foul weather gear and protective rubber boots.

(5) Employees not conforming to the above mentioned policy will be subject to disciplinary action by the Township and forfeiture of monies paid to the employee for the purposes of purchasing said clothing and equipment.

C. The annual clothing allowance for the term of this agreement shall be as follows:

1989	1990	1991
\$ 525.00	\$550.00	\$575.00

D. The annual clothing allowance shall be paid to said employees by distinct and separate check within thirty (30) days following the adoption of the budget, or on the first pay period after July 1 of each year, whichever shall come first.

E. Any additional and required safety equipment and clothing as jobs or assignments may require, shall be provided for by the Township at no cost to the above mentioned employees.

F. The Township Safety Council shall endeavor to ensure the safety of employees where special equipment and clothing is

necessary i.e. safety goggles, hard hats, rubber gloves,
breathing apparatus, and the Safety Council shall make
recommendations from time to time to the Township Committee
as to the purchase of aforementioned clothing and equipment.

ARTICLE XIII

RATES OF PAY AND COMPENSATION

Section 1.

A. In 1989, the Association shall receive a total salary increase of \$76,847.00, said amount to be distributed amongst the Association members, exclusive of any employees hired during the term of this agreement, in amounts determined by the Association as set forth in Schedule "A" which is attached hereto and made part of this agreement.

B. In 1990, the Association shall receive a total salary increase of \$76,974.00, said amount to be distributed amongst the Association members, exclusive of any employees hired during the term of this agreement, in amounts determined by the Association as set forth in Schedule "A" which is attached hereto and made part of this agreement.

C. In 1991, the Association shall receive a total salary increase of \$71,147.00, said amount to be distributed amongst the Association members, exclusive of any employees hired during the term of this agreement, in amounts determined by the Association as set forth in Schedule "A" which is attached hereto and made part of this agreement.

Section 2.

A. The Township shall have the right to create new job titles, classifications, and rates of pay for any position not listed on schedule "B" for the purpose of promotion or change of job classification. The Township must notify the Association of any and all changes or adjustments to schedule "B".

B. All individuals newly employed by the Township shall receive compensation at a salary within the range specified in the annual salary ordinance for their respective classification. The Township shall set the salary for all newly employed individuals. The Township shall notify the Association of all new appointments and additions to Schedule "B".

Section 3.

A. The Township agrees to pay annual salaries in twenty-six (26) bi-weekly installments.

Section 4.

A. In addition to salaries and other benefits all employees shall receive longevity pay at the rate of two percent (2%) of the current base pay, for the completion of each four (4)

years of continuous employment up to and including a maximum of ten percent (10%).

B. Longevity pay will either be added to the base salary and paid bi-weekly or be paid in a lump sum on the first payroll in December of the same year. An employee deciding to receive their longevity pay in bi-weekly installments, shall notify the Township Treasurer in writing of their decision prior to January 1 of any given year.

C. Payments for longevity shall begin January 1 following the employee's completion of length of service as set forth in Article XIII Section 4. A., based on the employee's anniversary date of hire.

D. Longevity payments shall be included for purposes of pension calculations, overtime, vacation pay, sick leave pay, and terminal leave pay when payment is received in bi-weekly installments.

ARTICLE XIV

ASSOCIATION DUES AND CHECK OFF

Section 1.

A. The Township agrees to deduct from the pay of those employees who are subject to this agreement, dues for the Association. Said deductions shall be in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9 (s) as amended. Said monies together with records of any corrections shall be transmitted to the Association Treasurer following each bi-weekly pay period.

B. If during the life of this agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.

Section 2.

A. The Association will provide to the Township Treasurer the necessary " check-off authorization" forms for employees who individually and voluntarily request in writing that such deductions be made on a form mutually agreeable between the Township and the Association and consistent with applicable law.

B. The Township agrees to deduct no more than eighty-five (85) percent of the Association's regular

membership dues for each non-member employee subject to this agreement, as stated in N.J.S.A. 34:13A - 5.5(b) and 5.6 as amended February 27, 1980 and any regulations promulgated thereunder.

Section 3.

A. The Association agrees to indemnify, and hold harmless the Township from any cause of action, claims, loss or damages as a result of the aforementioned clause.

Section 4.

A. Association dues shall be \$26.00 annually for each member and for each year covered by this agreement and shall be deducted at the rate of \$1.00 per member for each bi-weekly pay period.

ARTICLE XV

NO - STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this agreement neither the Association nor 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 wilful absence of an employee from the full, faithful, and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout, or other job action against the Township. The Association agrees that such action would constitute a material breach of this agreement.

B. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Township.

C. Nothing contained in this agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XVI

DISCIPLINARY ACTION

A. Any employee covered by this agreement shall be subject to disciplinary action, including but not limited to, oral or written reprimand, suspension from work with or without pay, reduction in grade or dismissal, as determined by the Township Administrator in conjunction with the Township Committee in each case, according to the nature of the infraction of rules, regulations, orders, policies of the Township, or for any of the following causes.

- (1) Intoxication on the job.
- (2) Insubordination or willful disobedience of orders or other serious breach of discipline.
- (3) Indecent, profane or harsh language in dealing with the public.
- (4) Disrespect to a superior employee or to a citizen of the Township.
- (5) Absence without leave.
- (6) Immorality, indecency, or lewdness.
- (7) Conviction of any criminal act or offense.
- (8) Conduct unbecoming an employee in the public service.
- (9) Failure to report for work as assigned.
- (10) Reckless or careless operation of Township owned vehicles or other equipment.
- (11) Fighting on the job.

- (12) Refusal or failure to perform assigned duties.
- (13) Intentional damage to or misuse of Township property, including waste of Township supplies.
- (14) Theft of property belonging to the Township, its employees, or citizens.
- (15) Excessive or chronic absenteeism.
- (16) Drinking of alcoholic beverages or possession of same, on or off Township premises during work hours.
- (17) Chronic tardiness.
- (18) Use of illegal drugs or possession of same, on or off Township property during working hours.
- (19) Incompetency or insufficiency.
- (20) Unauthorized use of Township property.

B. The foregoing rights of the Township are in addition to any rights conferred by state statute or local ordinance upon the Township as public employer.

C. Disciplinary proceedings against employees shall be made known to the Association President prior to any hearings or implementation of said disciplinary actions.

D. The Township agrees to have Association representation at any and all formal disciplinary hearings or actions against any of its members. Representation will be the Association President and / or designated representative.

ARTICLE XVII

PROBATIONARY PERIOD

A All employees hired during the term of this agreement shall serve a probationary period of ninety (90) calendar days. During this probationary period, the Township reserves the right to terminate a probationary employee for any reason. An employee so terminated shall not have recourse through the grievance procedure set forth in this agreement.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

A. In the event that any provisions of this agreement shall be declared invalid by legislative action or any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire agreement. It is the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XIX
TOTAL AGREEMENT

A. Notwithstanding any other agreements previously in effect, the foregoing constitutes the entire Agreement between the parties and no verbal statements or other amendments, except an amendment mutually agreed upon between the parties in writing and annexed hereto and designed as an amendment to this Agreement, shall supersede or vary the provisions herein.

ARTICLE XX

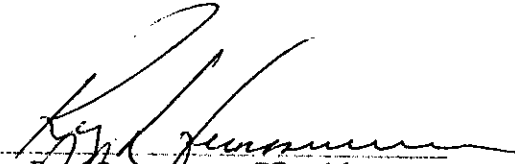
TERM

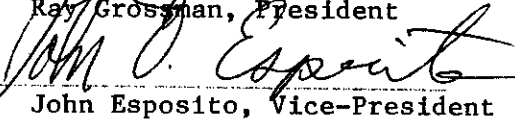
A. This Agreement shall be in full force and effective from January 1, 1989 through December 31, 1991. If either party wishes to terminate, amend, or otherwise modify the terms and conditions setforth herein at the expiration of the Agreement, written notice shall be given to the other party no sooner than one hundred fifty (150) days nor less than ninety (90) days prior to such expiration date. The party seeking to terminate, amend, or otherwise modify this Agreement shall furnish to the other party within fifteen (15) days after such notification, a copy of its entire set of proposals for such changes. The party receiving the changes will then have thirty (30) days from receipt of such changes to furnish its own proposals to the other party.

In witness thereof, the parties have caused to be affixed hereto, the signatures of their duly authorized representatives on the day and year first above written.


Signatures


The East Hanover
Employees Association

By: 
Ray Grossman, President

By: 
John Esposito, Vice-President

Mayor and Township
Committee of East
Hanover Township

By: 
Loretta Kaes, Mayor

By: 
Marilyn Snow, Township Clerk

SCHEDULE "A"

Employees	Classification	1989	1990	1991
Smurti Amin	14	\$30,740	\$32,277	\$33,891
Marie Berres	6	16,663	17,829	18,899
Carolyn Boice	6	20,643	21,882	22,976
Eleanor Bove	8	25,027	26,529	27,855
George Busold	14	34,944	36,691	38,526
Rui Caetano	4	16,931	18,116	19,203
Frank Cancellieri	5	20,849	22,100	23,205
Paul Cancellieri	5	17,200	18,404	19,508
Bill Courter	9	22,963	24,341	25,558
Don Courter	5	16,663	17,829	18,899
Herb Crozier	12	30,209	31,719	33,305
Jorge Cruz	4	16,125	17,254	18,289
Bill Davis	5	16,931	18,116	19,203
Virginia Davis	9	18,732	20,043	21,045
Eleanor DeKasar	2	16,394	17,542	18,595
Neil Della Torre	14	35,456	37,229	39,090
Frank Esposito	9	19,900	21,293	22,358
John Esposito	12	30,209	31,719	33,305
Marie Farrington	4	18,200	19,474	20,642
Frank Ferraiuolo	10	25,476	27,005	28,355
Lucille Ford	7	18,813	20,130	21,137
Judy Forte	9	22,042	23,365	24,533
Steve Funicelli	5	18,275	19,554	20,727
Peter Furfaro	9	21,236	22,510	23,636
Joe Grasso	16	40,027	42,028	44,129
Ray Grossmann	12	25,215	26,728	28,064
Pat Harris	9	20,987	22,246	23,358
Mary Hill	14	33,291	34,956	36,704
John Librizzi	9	19,432	20,792	21,832
Linda Lurz	9	19,848	21,237	22,299
Dominic Marcantonio	15	35,443	37,215	39,076
Nick Marcantonio	18	46,731	49,068	51,521
Paula Massaro	9	22,260	23,596	24,776
Jeff McCormick	5	17,200	18,404	19,508
Jim McCormick	5	17,738	18,980	20,119
John Mendlesohn	13	33,731	35,418	37,189
Carol Moran	6	18,813	20,130	21,137
Ron Morgan	12	27,901	29,575	31,054
Josephine Musumeci	9	26,412	27,977	29,397
Rosalie Nigro	4	18,126	19,395	20,559
MaryAnn Racaniello	6	17,200	18,404	19,508
Carol Reardon	13	30,194	31,704	33,289
Jerry Reino	6	17,200	18,404	19,508
Clair Rieser	13	27,434	29,080	30,534
Jack Rittweger	9	28,634	30,352	31,870
Leah Schacman	6	17,675	18,912	20,047
Robert Sheldon	11	23,620	25,037	26,289
Alice Silvestri	9	20,394	21,618	22,699
Nick Vitale	9	25,475	27,004	28,354
John Wyszynski	5	16,663	17,829	18,899
Dorothy Zoppl	6	18,813	20,130	21,137

SCHEDULE "B"

POSITION CLASSIFICATION

<u>TITLE</u>	<u>CLASSIFICATION</u>
Clerk - Typist	I
Receptionist	I
Secretary I	II
Payroll Clerk	II
Violations Clerk	III
Accounting Clerk	III
Secretary II	IV
Buildings & Grounds / Maintainer	IV
Bus Driver	IV
Water/Sewer/Tax Clerk	IV
Recreation / Maintainer	V
Road Department / Maintainer	V
Water/Sewer/Tax Clerk	V
Secretary III	VI
Sewer / Water Collector	VI
Accounting Assistant	VI
Secretary To Planning Board	VI
Secretary to Police Chief	VI
Violations Clerk/Deputy Court Clerk	VIII
Police Dispatcher	VIII
Special Project Coordinator	IX
Equipment Operator	IX
Administrative Assistant	IX
Recreation Program Coordinator	IX
Construction Inspector	IX
Assistant to the Assisant Township Engineer	IX
Deputy Court Clerk	IX
Deputy Township Clerk	IX
Mechanic Equipment Operator	X
Assistant Township Treasurer	X
Fire Official	XI
Recreation Maintenance Foreman	XII
Public Works Foreman	XII
<u>Department Heads and Supervisors:</u>	
Sanitarian	XIII
Municipal Court Clerk	XIII
Township Tax Collector	XIII
Township Assessor	XIV
Superintendent Parks and Recreation	XIV
Township Treasurer	XIV
Fire Chief	XIV
Assistant Township Engineer	XV
Public Works Operation Supervisor	XV
Construction Code Official	XVI
Superintendent Public Works	XVIII