

3-10548 11-02

AGREEMENT

Ewing Township

THIS AGREEMENT, made this 23rd day of April, 1981, by and between the TOWNSHIP OF EWING, Mercer County, Trenton, New Jersey, hereinafter referred to as the "Employer", and Local #3130, Council No. 73, AFSCME, AFL-CIO AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union"; (clerical)

WITNESSETH:

WHEREAS, the parties hereto did enter into a certain Agreement dated August 11, 1980, which contract was a two year contract for the years 1980 and 1981 with reopener clauses for 1981 as to certain specific provisions.

WHEREAS, the Employer and the Union have negotiated the certain specific reopener provisions for the calendar year 1981.

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

1. The agreement dated August 11, 1980, is hereby modified as specifically set forth below:

A. ARTICLE VIII, which pertains to VACATIONS, Paragraph A, is modified in the following manner:

All permanent employees, full time temporary and full time provisional employees, other than seasonal, shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacation with pay shall be granted to employees as follows:

From date of hire until expiration of one (1) full year of employment of said employee.....one day per month

One year through five years.....fourteen working days

LIBRARY  
Institute of Management and  
Labor Relations

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RUTGERS UNIVERSITY

X Amends Aug. 11, 1980 agreement

Six years through thirteen years.....seventeen working days  
Fourteen years to twenty years.....twenty-two working days  
Twenty years and over.....twenty-four working days

Permanent part-time employees shall receive vacation credit allowance in a proportionate or prorated basis.

B. ARTICLE X, which pertains to INSURANCE AND RETIREMENT BENEFITS, Paragraph D, is modified in the following manner:

The employer will pay the premium for Blue Cross and Blue Shield coverage for a permanent employee and his dependents, the dependents as defined in the State of New Jersey Health Benefit Program, after the permanent employee has retired, up to the date of the retired employee death, provided said permanent employee retired after twenty-five (25) years or more of service credited in such retirement system, or those permanent employees who retired on disability pension based on fewer years of service credited in such retirement system and must meet all other criteria as set forth by Chapter 88. *CC 4/29/81 JW*

C. ARTICLE X, which pertains to INSURANCE AND RETIREMENT BENEFITS, is modified to include Paragraph (E), which is set forth in the following manner:

(E) Permanent employees covered by this Agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bills:

1) Twenty (\$20.00) Dollars toward the cost of regular optical lenses for the employee and his dependents, not more than one (1) payment per individual every two (2) years.

2) Twenty-Five (\$25.00) Dollars towards the cost of bifocal lenses for the employee and his dependents, not more than one (1) payment per individual every two (2) years.

The employee and his dependents, (as set forth in the State of New Jersey Health Benefit Program Act) will be eligible for this benefit after the permanent employee has been continuously employed for a minimum of ninety (90) days. *S.A.G. 4/29/81 JW*

D. ARTICLE XV, which pertains to UNUSED SICK LEAVE--  
RETIREMENT, is modified in the following manner:

Permanent employees in the bargaining unit who enter regular retirement in accordance with P.E.R.S., and have to his or her credit, any earned and unused sick leave, shall be entitled to receive supplemental compensation for each earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employees daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation shall exceed six thousand (\$6,000.00) dollars. This supplemental compensation shall be paid in a lump sum after the effective date of retirement.

The sum of six thousand (\$6,000.00) dollars will not be increased for the years 1982, 1983 and 1984.

E. ARTICLE I, SECTION III, which pertains to DUES AND DEDUCTIONS, will be modified to contain a Paragraph (B), which is set forth in the following manner:

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

If, during the course of the year, the non-member becomes a Union member, the employer shall cease deducting the representation fee and commence deducting the Union dues beginning with the first (1st) pay

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

This provision is to become effective upon execution of this Agreement by both parties and upon the Union submitting a list of non-Union members in the bargaining unit to the employer.

(2) A.F.S.C.M.E. Local #3130, and Council #73, affiliated with the International A.F.S.C.M.E., AFL-CIO, do and shall indemnify, defend and save harmless, the Township of Ewing against any and all claims, demands, suits or other forms of liability that shall arise out of any check-off ✓ deductions provided for in this ARTICLE I, SECTION III.

(3) Further, in consideration for the Township of Ewing's action in implementing Agency Shop, (P.L. 1979 c 407, amending N.J.S.A. 34:13A-5 et seq.) A.F.S.C.M.E. Local #3130 and Council #73, affiliated with the International A.F.S.C.M.E., AFL-CIO, does agree to reimburse the Township of Ewing for court costs, fees, and judgments incident to suits or other forms of liability that may be incurred by the Township of Ewing that shall arise out of any of said check-off deductions ✓

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

IN WITNESS WHEREOF, A.F.S.C.M.E. Local #3130 and Council #73, affiliated with the International A.F.S.C.M.E., AFL-CIO, has entered into this Agreement as contained in aforesaid ARTICLE I, SECTION III, DUES AND DEDUCTIONS, and caused same to be executed by its duly authorized

officer or agent on the day of April, 1981.

*Jack J. Merkel*  
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JACK J. MERKEL

International Vice-President  
and  
Executive Director of Council 73  
A.F.S.C.M.E.

F. ARTICLE XVII, which pertains to TERM OF CONTRACT,  
is modified in the following manner:

Negotiations concerning any renewal or replacement for the year  
1982 shall commence on October 12, 1981 by and between the parties hereto  
by notice by either party served, regular mail, upon the other.

2. The parties agree that they have fully bargained and agreed  
upon all terms and conditions of employment and incorporates the complete  
and final understanding and settlement by the parties of all bargainable  
issues which were or could have been the subject to negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands  
the day and year first above written.

WITNESS:

TOWNSHIP OF EWING

*Fred R. Walters*  
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BY: *Shirley Blaker*  
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WITNESS:

FOR THE UNION

*Catherine E. Barton*  
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BY: *Elizabeth C. O'Connell*  
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