

A G R E E M E N T

Between

TOWNSHIP OF SOUTH BRUNSWICK

And

CWA LOCAL 1032

January 1, 1995 through December 31, 1998

Law Offices of
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PREAMBLE

THIS AGREEMENT, entered into this _____ day of _____, 1996, by and between the TOWNSHIP OF SOUTH BRUNSWICK, in the County of Middlesex (hereafter the "Township"), and CWA LOCAL 1032, duly appointed representative (hereafter the "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I

MANAGEMENT RIGHTS

A. The Township 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 Constitutions of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following 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 on 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 Township 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 Township, 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 by the specific and expressed terms hereof in conformance with the Constitutions and Laws of New Jersey and of the United States.

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

ARTICLE II

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union 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 willful absence of any employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, or walk-out, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the Township to take appropriate disciplinary action.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Township and that the Union will disavow each action orally and in writing and order all such members who participate in such activities to cease and desist from same immediately and to return to work.

D. 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 of the Union by its members. Union compliance with Paragraph C will be considered by the court in assessing damages, if any, against the Union.

ARTICLE III

GRIEVANCE PROCEDURE/DISCIPLINE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees from the interpretation, application, or violation of this Agreement and portions of the Personnel Policy and Procedures Manual (PPPM) which are grievable. With regard to the Township, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement. Only those grievances which involve interpretation, application, or violation of this Agreement may proceed to arbitration.

D. 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:

Step One: The Union shall institute written action under the provisions hereof within twenty (20) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter informally. Failure to act within said twenty (20) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Township Administrator within twenty (20) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Administrator shall respond, in writing, with a decision to the grievance within thirty (30) calendar days of the submission.

Step Three: Within twenty (20) days, exclusive of designated holidays and Saturdays and Sundays, of the Township Administrator's decision, the Union or Township may apply to the Public Employment Relations Commission (PERC) for binding arbitration. The selection of an arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC.

Simultaneously, with application to PERC, the Union will send a notice to the Township of its arbitration petition.

- a. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
- b. The decision of the arbitrator shall be binding upon the Township and the Union and the employee.
- c. The parties may direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.
- d. The costs for the services of the arbitrator shall be borne equally by the Union and the Township. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- e. The arbitrator shall be bound by the provisions of this Agreement and the Constitutions and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, or detract from in any way the provisions of this Agreement or any amendment or supplement thereof.
- f. Upon prior notice of the authorization of the Township Administrator, the designated Union representative shall be permitted as a member of the Grievance Committee to confer with employees on specific grievances in accordance with the grievance procedure set forth herein during working hours of employees subject to Article XXIV, Paragraph C.
- g. Only one (1) issue at a time may be submitted to a single arbitrator.
- h. 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 of discontinuance is without prejudice.

- i. Grievance resolutions or decisions at Step One through Step Three 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.

E. Upon prior notice and authorization of the Township Administrator, the designated Union representative shall be permitted as a member of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during working hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

G. An employee may appeal in writing all disciplinary measures beyond an oral reprimand to the Township Administrator and will receive a hearing at the employee's option within thirty (30) days of such appeal. The Township Administrator shall issue a decision in writing within thirty (30) days. The employee retains the right to appeal to arbitration under this Article. No decision is equivalent to a denial of the appeal.

ARTICLE IV
SALARIES/LONGEVITY

A. Longevity

1. Employees hired after January 1, 1983 shall be subject to the following longevity plan:

- a. After completion of 5 years of service through 10 years of service \$650 per year
- b. After completion of 10 years of service through 15 years of service \$1000 per year
- c. After completion of 15 years of service through 20 years of service \$1500 per year
- d. After completion of 20 years of service through 25 years of service \$2000 per year
- e. After completion of 25 years of service through 30 years of service \$2500 per year

2. Employees hired prior to January 1, 1983 shall receive longevity as follow:

- After completion of 3 years 2%
- After completion of 5 years 4%
- After completion of 8 years 6%
- After completion of 11 years 8%
- After completion of 15 years 10% up to a cap of \$5000

3. New Township employees hired after September 19, 1995 shall not be eligible for longevity.

4. Such payments shall be pro-rated in paychecks.

5. Longevity will be paid based upon the date of hire of permanent employment.

6. "Continuous employment service" shall mean continuous employment by the Township and/or such other employment without breaks in service from year to year, except for annual vacation, earned sick leave, extended sick leave, service in the Armed Forces of the United States, any period the employee was not engaged on active duty as a result of a pending or finally determined disciplinary action, layoffs, time off as may be particularly specified in this Agreement, and authorized paid leave of absence up to one (1) year. The period of a 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. Should any other bargaining unit within the Township agree to changes in the longevity plan which affect current employees already covered under the agreement, then CWA agrees to re-open this contract for the sole purpose of negotiating such a change into this Agreement.

B. Salaries

1. Effective January 1, 1995, a three point five percent (3.5%) increase will be granted to each member of the bargaining unit.

2. Effective January 1, 1996, a three point five percent (3.5%) increase will be granted to each member of the bargaining unit.

3. Effective January 1, 1997, a two point seventy-five percent (2.75%) increase will be granted to each member of the bargaining unit.

4. Effective January 1, 1998, a two point seventy-five percent (2.75%) increase will be granted to each member of the bargaining unit.

5. The bottom of the salary ranges shall be frozen for the life of this Agreement.

C. Merit

1. All employees not at maximum salary within their job classification shall receive a merit increase of up to Seven Hundred Fifty Dollars (\$750) (minimum Four Hundred Twenty-Five Dollars (\$425) based upon satisfactory review) in addition to the negotiated increase. A copy of these standards for merit increases will be given to each employee.

2. It is specifically understood by the parties that the merit increases are not automatic and will be based upon application of the above criteria, regardless of past practice. An employee who wishes to contest any such merit determination shall have the right to appeal to the Township Administrator only notwithstanding Article III of this Agreement.

3. Merit increases shall be effective with the salary increase.

D. Shift Differential

The dispatch supervisor only on duty during the A shift shall be entitled to a rate differential increase of forty cents

(40¢) for each hour actually worked and thirty cents (30¢) for each hour worked on the C shift. It is specifically understood that such employee is eligible for such benefit only when he/she is assigned to that shift, not when he/she volunteers.

ARTICLE V

VACATIONS

A. Employees shall be granted a vacation leave, with pay, each year, in accordance with the following schedule.

1. Employees with five (5) or less years of service shall earn one (1) working day of vacation for each month of service.

2. Employees, upon completion of five (5) years of service, shall earn annual working days of vacation leave as follows:

- a. From 5 years of service to completion of 10 years of service 17 days
- b. From completion of 10 years of service to completion of 15 years of service 19 days
- c. From completion of 15 years of service to completion of 20 years of service 21 days
- d. From completion of 20 years of service to completion of 25 years of service 23 days
- e. From completion of twenty-five (25) years of service onward 25 days

B. Employees will be allowed to carry over up to ten (10) earned and accumulated vacation days into the next calendar year, with Administration approval. Such approval shall not be unreasonably denied.

C. In no event shall an employee be entitled to earn more than twenty-five (25) days of vacation leave per year.

D. An employee who is on a leave of absence for more than thirty (30) work days (i.e., workers' compensation or unpaid leave) shall have his/her vacation leave for the year pro-rated for the time absent.

E. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head.

F. If, for any reason, an employee's vacation is canceled or not taken as scheduled, the vacation may be rescheduled pending approval of the Department Head.

G. An employee whose date of employment falls between January 1st and November 1st is entitled to count that period of time as a year of service.

H. Advance salary for vacation leave will be paid upon request and approval of the Township Administrator or designee. Accrued vacation leave shall be compensated for upon the separation of an employee, either voluntarily or involuntarily, from Township service, unless the employee terminates service without giving forty-five (45) days' notice to the Township Administrator or designee.

I. Vacation time will be calculated from the date of hire of permanent employment subject to paragraph G.

J. Vacation shall be pro-rated during the first and last year of service.

K. Employees will be eligible to use days during their probationary period with written permission of the Department Head. Such decision shall not be grievable.

L. An employee on an unpaid leave of thirty (30) days or more shall have his/her vacation pro-rated for that year.

ARTICLE VI

SICK LEAVE

A. Sick leave is hereby defined to mean the absence from post or duty because of illness which makes it impossible for the employee to perform the duties of his position, accident or exposure to a contagious disease requiring isolation, or attendance upon a member of the employee's family in his/her household who requires care. The employee may request sick leave for his/her family residing outside of the home; approval by the Department Head shall not be unreasonably denied.

B. All full-time, permanent employees covered by this Agreement shall be granted sick leave with pay in the amount of one and one-quarter (1¼) working days for every month of service during their first calendar year of service. New employees hired between the 1st and 15th of the month shall earn one and one-quarter (1¼) days of sick leave for the first calendar month of their employment. New employees hired after the 16th of the month shall begin accruing sick leave as of the next calendar month. On January 1st of the next calendar year and on January 1st of every succeeding calendar year, an employee shall accrue fifteen (15) working days. Should the employee leave prior to the end of the year, having taken more than one and one-quarter (1¼) days a month, minus accrued time, then any excess time taken shall be deducted from the employee's last pay check. If no monies are owed to such

employee, then the employee will be obligated to pay back to the Township such monies owed.

C. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Such requests shall neither be arbitrary nor capricious. Abuse of sick leave shall be cause for disciplinary action.

1. In all cases of reported illness or disability suffered by an employee, the Township reserves the right to request a medical physician to examine the reports on the condition of the patient and report same to the Township Administrator or designee.

D. During protracted periods of illness or disability of an employee, the Township Administrator may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician and/or a Township medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician.

E. The rules which follow apply to the payment of salaries during periods of illness or disability for regular permanent full-time employees.

F. No employee shall be allowed to work and endanger the health and well-being of other employees and, if an employee's condition warrants, the employee may be directed to take sick leave. The Department Head may direct the employee to a medical physician at the Township's expense for an opinion as to the eligibility of the employee to be absent from work.

G. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee does not report to a medical physician when directed to;

2. When the Department Head is unable to contact the employee after a reasonable effort has been made and without the employee having a reasonable explanation for this.

H. The recommendation of the appointed medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness or of the fitness of an employee to return to duty shall be considered by the Township Administrator. The Township Administrator reserves the right, in such cases where there is a difference of professional opinion between the Township physician and the personal physician, to require the employee to submit to an examination by a third doctor.

I. In charging an employee with sick leave, the smallest unit to be considered is one-quarter ($\frac{1}{4}$) of a working day.

J. Sick leave shall not be allowed for such things as ordinary dental care or 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 medical or dental services during the work day.

K. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or designee shall be notified as early as possible, but no later than a half-hour (½) before the start of the scheduled work shift from which he/she is absent. Failure to notify the Department Head or designee may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action up to and including discharge. An employee who is absent for three (3) consecutive days or more and who does not notify his/her Department Head or some other responsible representative of the Township on any of the first three (3) days will be subject to dismissal, barring extenuating circumstance.

L. Habitual unjustified absenteeism or tardiness may be cause for discipline up to and including discharge.

M. An employee who calls in sick for the purpose of engaging in outside employment shall be subject to disciplinary action up to and including discharge.

N. In the event that an employee is eligible to receive state or federal disability payments, including Social Security, his/her sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an employee will be required to apply for state or federal disability benefits, including Social Security, and to furnish proof of such application to the Township, along with proof of receipt or denial

of such benefits. Paragraph H is not applicable to this paragraph. For example, if an employee is receiving fifty percent (50%) of normal salary, a one-half (½) sick day shall be allocated for the day of absence. The smallest portion of a sick day to be pro-rated is a one-quarter (¼) day.

O. An 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.

P. Whenever the Township is paying for medical reports pursuant to this Article, the employee agrees to submit to his/her insurance company for reimbursement, partial or total, and such monies shall be turned over to the Township.

Q. The Sick Leave Incentive Plan described in the PPPM shall continue in effect during the life of this Agreement with the following revisions:

1. If an employee has accumulated fifty (50) days of sick leave as of December 31st, then the next year he/she has the option of selling the unused days, over fifty (50), back to the Township at the rate of Forty Dollars (\$40) per day.

2. If an employee uses less than seven (7) sick days per year, he/she will be reimbursed at the rate of Ten Dollars (\$10) per day for every unused sick day earned that year (Five Dollars (\$5) effective January 1, 1996) for days earned in 1996. However, if the employee uses three (3) sick days or less, he/she will be reimbursed at the rate of Fifteen Dollars (\$15) for every unused sick day earned that year (Ten Dollars (\$10) effective

January 1, 1996) for days earned in 1996. 1996 monies will be paid in 1997.

R. Employees shall receive fifty percent (50%) of the total sick leave benefits accrued at the time of retirement, or layoff caused by a reduction in work force. The total amount cannot exceed Twenty Thousand Dollars (\$20,000). An employee who resigns for reasons other than being discharged or pending disciplinary action is entitled to twenty-five percent (25%) of accumulated sick time if he/she has less than five (5) years of continuous service, or thirty-three percent (33%) of accumulated sick time if he/she has five (5) or more years of continuous service, and fifty percent (50%) of accumulated sick leave if he/she has ten (10) or more years of continuous service.

S. The incentive plan is only applicable to the fifteen (15) allotted sick days. New Township employees hired after September 19, 1995 shall not be eligible for the sick leave incentive plan.

T. In the event of the death of an employee, the designated beneficiary of the employee or his/her estate shall receive one hundred percent (100%) of the accumulated sick leave, not to exceed the maximum award for sick leave of Twenty Thousand Dollars (\$20,000).

ARTICLE VII
FUNERAL LEAVE

A. Each employee may be granted time off, with pay, not to exceed four (4) calendar days either from the day of death or the day of the funeral, at the employee's option, in the event of a death in his/her immediate family. The term "immediate family" for the purpose of this policy shall mean the child, spouse, father or mother, brother or sister, current mother-in-law or current father-in-law, current brother-in-law or current sister-in-law, current son-in-law or current daughter-in-law, and grandparents or grandchildren of the employee. Should the employee request a fifth day, such time may be granted in the sole discretion of the Township Administrator or designee.

B. Reasonable verification of the death may be required by the Township.

C. After the expiration of bereavement leave, an 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 the employee has four (4) or less days remaining, he/she shall have the right to charge against next year's vacation and personal days entitlement, as selected by the employee upon application for same.

D. If an employee terminates his/her employment with the Township, the Township may deduct from his/her last paycheck any advance leave days that the employee has taken but not earned.

ARTICLE VIII

INSURANCE

A. The Township has the right to change insurance carriers or institute a self-insurance program so long as a substantially similar or better level of benefits is provided.

B. In the event of the death of an employee, the Township agrees to continue to pay the premium for the health plan for a period of two (2) years or until the spouse remarries, whichever occurs first.

C. Retirees have the option of continuing insurance coverage by paying the Township the amount of the premium required to continue coverage. It is understood that the Township will provide this benefit contingent upon the insurance carrier permitting same.

D. Effective upon the signing of this Agreement, the prescription co-pay shall be increased from Three Dollars (\$3) to Five Dollars (\$5). Generic co-pay shall remain less than name brand co-pay.

E. Effective upon the signing of this Agreement, the annual deductible for medical insurance will be Two Hundred Dollars (\$200) per individual and Four Hundred Dollars (\$400) per family.

F. The Township shall provide retiree medical benefits for the retiree and family after twenty-five (25) years of service within PERS/PFRS with at least fifteen (15) years of service with the Township and/or ordinary and accidental disability retirement until the employee is eligible for Medicare. If an employee

retires with thirty (30) years of service within PERS with a minimum of fifteen (15) years of service with the Township, the employee shall receive prescription and dental insurance also until eligible for Medicare. If an employee dies "off the job," the family shall receive medical insurance coverage for a period of five (5) years or until the spouse remarries or obtains employment which provides medical insurance coverage. If an employee dies on the job, the family shall receive ten (10) years of medical insurance until the spouse gets other employment which provides medical insurance coverage. Upon eligibility for Medicare, the Township will pay for a supplemental Medicare policy only.

ARTICLE IX

HOLIDAYS

A. The Township hereby designates the following holidays:

New Year's Day

Martin Luther King Day

Floating Holiday as designated by the Township Committee which shall be announced by February 1st of each year, except that AFSCME supervisors shall receive Columbus Day

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

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.

ARTICLE X

WORK-INCURRED INJURY

Employees who are injured, whether slightly or severely, while working, must make an immediate report by the next working day or as soon as the employee reasonably knew or should have known thereof to the Department Head.

ARTICLE XI
MILITARY LEAVE

A. A full-time employee who is a member of the National Guard, naval militia, Air National Guard, or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his/her vacation.

B. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the Township within sixty (60) days following his/her honorable discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.

C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up

to three (3) months following his/her recovery so long as the recovery occurs within two (2) years from the date of discharge.

ARTICLE XII

LEAVE OF ABSENCE WITHOUT PAY

An employee may request a leave of absence without pay, not to exceed six (6) months, which may be renewed by an additional six (6) month period upon request, by submitting in writing all facts bearing on the request to his/her supervisor, who will append his/her recommendations and forward the request to the Township. The Township will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for an extension of time shall be at the discretion of the Township. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. The Township will not unreasonably deny such request. However, such decision shall be non-grievable.

ARTICLE XIII

MISCELLANEOUS PAID LEAVE

A. Personal Days

1. Full-time, permanent employees shall earn up to three (3) days a year of leave for personal, business, household, or family matters described in this Article and such leave shall be non-accumulative. A request for a personal day shall be submitted in writing to the Department Head in advance except in case of emergency.

2. Probationary employees shall accrue one (1) personal day for every four (4) complete months of service, and shall continue to accrue personal days on this same basis after they are made permanent until the end of the calendar year in which they became a permanent employee. Thereafter, they shall accrue personal days pursuant to Paragraph A(1) above. Probationary employees shall be entitled to use accrued personal days during their probationary period.

B. Jury Leave

1. A permanent, full-time employee who is subpoenaed for jury duty as certified by the Clerk of the Court shall be paid by the Township at his/her daily rate of pay. The employee shall turn over any monies received from the court to the Township 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 2:00 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 obligated to pay an employee under the provisions of this Agreement if he/she volunteers for such court duty.

ARTICLE XIV

DISCRIMINATION AND COERCION

A. The Township and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin, union activity or non-activity in the Union, or political affiliation.

B. The Township and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against an employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XV

PROBATIONARY PERIOD

All employees promoted and/or hired during the term of this Agreement shall serve a probationary period of six (6) months from the date of hire or promotion. During this probationary period, the Township reserves the right to demote or discharge a probationary employee for any reason. An employee, if demoted or discharged, shall not have recourse through the grievance procedure set forth in this Agreement. After three (3) months, the employee will be evaluated. If an employee is absent during this six (6) month period, the Township retains the right to extend the probationary period.

ARTICLE XVI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to an 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 XVII

EDUCATION

A. All educational courses that are job related or that may enable an employee to qualify for promotional advancement in his/her department or related departments, and that are successfully completed by the employee, shall be paid for by the Township in the amount of Sixty Dollars (\$60) per credit hour. Prior approval from the employee's respective Department Head and the Township Administrator, indicating that the courses are eligible for reimbursement, must be obtained. All training courses that are successfully completed by the employee shall be paid for by the Township.

B. "Successfully completed" means that to gain reimbursement the employee must obtain a certification from the educational institution involved indicating that if letter grades are given for the course, a grade of "C" or better must be obtained. If no letter grades are provided, then a certification must show that the employee has completed and PASSED the course. Employees who leave the employ of the Township within one (1) year of receipt of the monies for college or graduate credits shall remit all monies received to the Township except in case of death or disability.

C. 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 percent (50%) of the cost of the course. All applications

for vocational training courses must be submitted to the Department Head and the Township Administrator for review and approval.

D. The Degree Incentive Program will pay employees who earn a degree after the date of employment in this bargaining unit at the annual rate shown:

<u>Degree</u>	<u>Amount</u>
Associate Degree	\$ 450
Bachelors Degree	\$1000
Masters Degree	\$1500

E. Payment for a degree newly acquired in the previous year will be pro-rated on the basis of the date of the degree to year end. 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 employees eligible will be made no later than November 30th. Each employee shall give written notice to his Department Head by October 1st of the year prior to the year he/she anticipates receiving the degree.

F. Employees with less than fifteen (15) years of service who leave the employ of the Township within five (5) years of receipt of the monies shall remit all monies received for college or graduate credits within that year period to the Township, except in case of death or disability.

ARTICLE XVIII

OUTSIDE EMPLOYMENT

A. Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal tours of duty with the Township. However, the employee recognizes that his/her primary employment responsibility is to the Township and will therefore be available, immediately following tours of duty, upon reasonable notice by the Township, if called back to perform service on an emergency basis at hours other than during his/her normal tours of duty. Employees will advise the Department Head of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Department Head may recall them back to work in the event of an emergency.

B. Employees shall be obligated to comply with the Township Code of Ethics.

ARTICLE XIX
CLOTHING & UNIFORMS

A. The Fire Official shall continue to receive the clothing that he received in 1990, with no specific uniform allowance provided.

B. The dispatcher supervisor shall receive an annual clothing allowance of Four Hundred Thirty Dollars (\$430).

C. Employees in the Public Works/Utility Department shall receive a Two Hundred Thirty-Two Dollar (\$232) clothing allowance to be paid in the first pay period in February. Such allowance shall be used to purchase safety shoes, which must be worn.

D. Payment under this Article shall be pro-rated during the first and last year of service if an employee is on an extended illness or injury leave of more than thirty (30) days.

E. Employees shall receive fifty percent (50%) of the pro-rated annual clothing allowance within thirty (30) days of commencement of employment.

ARTICLE XX

OVERTIME

The parties agree to comply with the requirements of the Fair Labor Standards Act (FLSA). The dispatch supervisor shall receive overtime under the FLSA. The Deputy Director/Deputy Court Administrator shall receive time and one-half (1½) if called back (not scheduled) to work overtime in court. Those supervisors employed in Public Works/Utility shall be entitled to hour-for-hour comp time up to a maximum of twenty (20) hours for 1995, and a maximum of forty (40) hours per year commencing in 1996.

ARTICLE XXI
PERSONNEL FILE

A. There shall be one official personnel file for each employee. Nothing contained herein shall prohibit the Township from maintaining other personnel files which contain the same documents as the official file.

B. An employee shall have the right to examine the file on written request to the Personnel Officer. Ordinarily, the file should be immediately available for examination. The employee may examine the file during normal business hours, provided that the number of employees who request said examination at any one time shall not unduly interfere with normal operations, and in no event shall an employee be refused for longer than one working day. The employee may have a Union representative present at such examination. The employee will initial each document in the file.

C. An employee shall be entitled to a copy of the file in the event of formal disciplinary charges and shall be entitled to a reasonable amount of copies in other events.

D. No formal disciplinary action or other document which might be used in a disciplinary hearing may be placed in the file unless a copy has been initialed by the employee. A notation will be made if the employee refuses to sign. If the employee consents, such documents shall be forwarded to the Union.

E. The Township and the Union may mutually agree to remove a reprimand from an employee's personnel file after a specified

time. An employee shall have the right to place a written rebuttal in the file to any document in the file. Such rebuttal shall be placed in the file within five (5) days after the employee reviews a copy of such document.

ARTICLE XXII

DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Law of 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.

B. A check-off shall commence for each prospectively promoted employee who signs a properly dated authorization card, supplied by the Union and verified by the Township Treasurer, during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorization forms from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union, signed by the Shop Steward, advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" forms. The Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Administrator.

E. Such written authorization may be withdrawn at any time by the filing of a notice of such withdrawal with the Township

Administrator. The filing of a notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union, signed by the President of the Union, advising of such changed deduction.

ARTICLE XXIII

AGENCY SHOP

A. Representation Fee

Effective upon the signing of this Agreement, if a permanent employee does not become a member of the Union during any calendar year (i.e., from January 1st to the following December 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that calendar year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a calendar year, the amount of said representation fee shall be pro-rated for members of the Union. The representation fee shall be in an amount equal to no more than eighty-five per cent (85%) of the regular Union membership dues, fees, and assessments certified to the Township by the Union, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of the representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

B. Procedure

1. Notification Prior to March 1st of each year, the Union will submit to the Township a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full

amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten (10) days after receipt of the aforesaid list by the Township; or (b) thirty days (30) after the employee begins his/her permanent employment in a bargaining unit position.

3. Mechanics of Deduction and Transmission of Fees Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular monthly membership dues to the Union which shall be deducted on the first pay period of the month.

4. Changes The Union will notify the Township in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Township receives said notice.

5. New Employees On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the Union a list of all employees who began their employment in a bargaining unit position during the

preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

6. Termination of Employment If an employee who is required to pay a representation fee terminates his/her employment with the Township before the Union has received the full amount of the representation fee to which it is entitled under this Article through the last day of the month in which employment ceases, the Township will deduct the unpaid portion of the monthly fee from the last paycheck paid to said employee during the membership year in question.

7. Indemnification With respect to dues deductions, representation fee deductions, and the Union's demand return system established pursuant to law, the Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Township pursuant to the above provisions concerning dues deductions and representation fees. It is furthermore expressly understood that the representation fee provision set forth above will not be effective unless and until the Union shall have notified the Township in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

ARTICLE XXIV

UNION RIGHTS

A. Bulletin Boards

1. The Township will maintain bulletin boards in suitable places mutually agreed upon between the Township and the Union, to be used solely by the Union for posting notices. Notices shall be restricted to the following types, except that additional notices may be posted by mutual consent:

(a) Notices of Union recreational and social affairs;

(b) Notices of Union elections, appointments, and results of Union elections;

(c) Notices of Union meetings and educational classes.

2. The bulletin boards shall not be used by the Union or its members to disseminate propaganda of any kind, to distribute political pamphlets or any other type of political matter, or for advertising.

B. Stewards

The Union has the sole right and discretion to designate stewards and a Chief Steward and to specify their responsibilities and authority regarding this Agreement. Stewards shall sustain no loss of pay while administering this Agreement by representing grievants, except as provided in Paragraph C. Stewards shall obtain permission in advance from the Township Administrator or designee.

C. Union Business

The Union Shop Steward or designee shall be given up to a total of forty (40) hours per year to attend to Union business, including preparation of Union proposals, conferences with other members of the unit and the Union representative, attendance at seminars and educational programs related to Union activities, and attendance at grievance and arbitration hearings. Such representative must receive approval in advance to attend seminars and educational programs. Such decision is non-grievable.

D. Access to Premises

The Township agrees to permit representatives of the Union to enter the premises of the Township for individual discussion of working conditions with bargaining unit employees, or informational meetings with bargaining unit employees during non-working time, so long as prior notice is given to and prior approval obtained from the Township. Such access shall not be unreasonably denied.

E. Claims Adjustment

An employee shall be reimbursed up to a maximum of Fifty Dollars (\$50) per incident for damage to any type of personal property belonging to him/her damaged during the course of his/her duties. The employee must make a full report on the items damaged, how the incident occurred, and turn in the damaged property by the end of the day on which the incident occurred, if possible.

F. Professional Fees

Each Department Head in his/her sole discretion and approval by the Township Administrator, without regard to what was paid for in the past, will decide whether or not professional dues and/or fees should be paid for an employee in this bargaining unit.

G. Layoffs

All layoffs within this bargaining unit will be based strictly on ability to perform the work. An employee who is laid off shall have bumping rights based on seniority into a position within another bargaining unit provided he/she has the ability to perform the work. If possible, the Township will give advance notice to the Union of any such layoff.

H. Safety

The Township agrees to comply with all federal and state laws dealing with safety within the work place. The Township will continue to maintain a safety committee with representatives from each of the respective facilities within the Township. The Township Committee will designate a representative to sit on such committee.

ARTICLE XXV

RECOGNITION

The Township hereby recognizes the Union as the sole and exclusive bargaining agent and representative of all supervisory personnel employed by the Township, whose titles are listed in Appendix A, attached hereto.

The word "employee" shall be defined to include the plural as well as the singular, and to include male and female.

ARTICLE XXVI

FULLY-BARGAINED AGREEMENT

A. 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.

B. Except as provided herein, the Township agrees to follow the PPPM and/or Township ordinances where applicable.

ARTICLE XXVII

DURATION

This Agreement shall be in full force and effect as of January 1, 1995 and remain in effect to and including December 31, 1998 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at South Brunswick, New Jersey, the day and year first above written.

CWA LOCAL 1032

By: *Peter Kuchaj*
Robert Givoff
John Buschinski
Craig S. Marshall

TOWNSHIP OF SOUTH BRUNSWICK

[Signature]
[Signature]

ATTEST:

By: *William H. [Signature]*

ATTEST:

[Signature]

APPENDIX A

Titles

Information Management Supervisor

Dispatch Supervisor

Recreation Supervisor

Water and Sewer Revenue Supervisor

Comptroller

Assistant Planner

EDP Information Manager

Assistant Township Engineer

Roads Supervisor

Buildings & Grounds Supervisor

Water Supervisor

Sewer Supervisor

Fire Official

Assistant Recreation Director

Tax Collector

Assessing Supervisor

Deputy Court Director

Purchasing Agent