

RIP: 7/19/12

AGREEMENT
BETWEEN
BOROUGH OF WATCHUNG
and
FMBA LOCAL 432

JANUARY 1, 2012 through DECEMBER 31,
2013

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Ruderman & Glickman,
675 Morris Avenue, Suite
Springfield, NJ 07081
(973) 467-5111

C: TEA, WH, JR, TW, AN, MR 7/23/12

for
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PREAMBLE AND RECOGNITION

A. THIS AGREEMENT, entered into this _____ day of _____, 2012 by and between the Watchung Borough (hereafter the "Borough" or the "Employer"), and FMBA LOCAL 432, a duly appointed representative (hereafter the "Union"), represents the complete and final understanding on all bargainable issues between the Employer and the Union.

B. The Borough hereby recognizes Local 432 as the exclusive representative of:

Included: All full and regularly part-time dispatchers employed by the Borough.

Excluded: Managerial executives, confidential employees and police supervisors within the meaning of the Act; craft employees, professional employees, police employees, casual employees; and others excluded under the Act.

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ARTICLE I

MANAGERIAL RIGHTS

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

1. The executive management and administrative control of the Borough, its properties, facilities, and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct; to use improved method and equipment; to determine work schedules and shifts, as well as duties; 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 Employer agrees to give notice to the employees of the rules and procedures issued.

3. Management's right to make 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 Borough.

4. To hire, promote, transfer, assign, or retain all employees and/or charge job contents or duties of any classification.

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5. To set rates of pay for temporary and/or per diem employees.

6. To suspend, demote, terminate or take any other appropriate disciplinary actions against any employee for good cause and just cause according to law.

7. Nothing contained herein shall prohibit the Borough from contracting out any work and/or entering into individual agreements or shared services.

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

9. The Employer reserves the right to all other conditions of employment not reserved and to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough involved.

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

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

D. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step Two herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment in this contract.

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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 on 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 for 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 Employer. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walk-out, or job action, it is agreed that participation in any or all such activity by any Union member shall entitle the Employer to:

1. Withdraw dues deduction privileges; and/or
2. Terminate the employee or employees involved in such activities.

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 Employer, and that the Union will publicly disavow each action and order all such

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members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer or the Union 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 a breach by Union members or the employer.

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ARTICLE III

GRIEVANCE PROCEDURE

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

B. Nothing herein shall be construed to limit the right of any employee with a grievance to discuss the matter informally with the appropriate member Borough. The employee reserves the right to have a union representative present, if desired. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employee, the term "grievance" as used herein means an appeal by the union from the interpretation, application or violation of the terms and conditions of this Agreement only. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

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 three (3) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle

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the differences between the aggrieved employee and the Chief of Police and/or designee for the purpose of resolving the matter informally. The written grievance at this step will be filed with the Chief of Police and/or designee shall contain the relevant facts and a summary of any preceding oral discussion, the applicable section of this Agreement violated, and the remedy requested by the grievant. The Chief of Police and/or designee will answer the grievance in writing within ten (10) working days of receipt of the written grievance and will then supply the answer to grievant and union.

Step Two: If the Union wishes to appeal the decision of the Chief of Police and/or designee, such appeal shall be presented in writing to the Borough Administrator within three (3) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator shall respond, in writing, to the grievance within twenty (20) working days of the submission. Such decision shall be final and binding on the parties.

E. Upon prior notice and authorization of the Chief of Police and/or designee, the designated Union representative shall be permitted to confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided that the conduct of the

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business does not diminish the effectiveness of the Employer 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 conclusive. If a decision is not rendered within the time limits prescribed for 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. Reasonable disclosure will not be withheld involving any correspondence from either party, providing it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself.

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ARTICLE IV

SALARIES/LONGEVITY

A. Effective January 1, 2012 all employees shall receive a 2% wage increase.

B. For the year 2013, the parties agree to a salary reopener only. Neither party can introduce any other issues for the contract year 2013.

C. Employees hired prior to January 1, 1991 shall continue to enjoy longevity.

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ARTICLE V

OVERTIME

A. Overtime shall be paid for all work performed in excess of employee's work day at the rate of one and one-half (1 1/2) times the computed hourly rate. Hours of work shall be as defined under the FLSA.

B. Overtime and compensatory work will be kept to a minimum and must be authorized in advance by the immediate supervisor consistent with the rules and regulations of the Borough. The reasons for granting overtime and the amount of overtime shall be noted on the time sheet and certified by the Chief of Police and/or designee.

C. Working hours and daily schedules of employees will be arranged to fit Borough's needs. There is no guarantee of overtime hours. Employees will be required to work reasonable overtime and during non-scheduled periods when the necessities of the Borough demand such work. In administering the requirement to work overtime, the Borough will make an effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

D. All employees recalled shall be given a two (2) hour minimum at overtime rates provided such recall is not contiguous with the front or back side of employee's scheduled shift.

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VACATION LEAVE

A. Vacations are provided for full time employees in order that they receive a period of rest, relaxation, and pleasure within the calendar year.

(1) All vacations shall be chosen on the basis of position and then seniority in accordance with established Department procedures.

(2) All vacations must be used in the current year and cannot be accumulated unless approved in writing by the Chief of Police.

(3) Vacation time shall be used during the year in which it accrues and is based on the length of continuous service in the current calendar year. Vacations with pay are authorized for full-time employees pursuant to the following schedule.

Vacation Time

<u>Years of Continuous Service</u>	<u>Number of Vacation Days</u>
Less than 1	See Subsections B(1) and B(2) below
1 to less than 5	80 hours
5 to less than 10	120 hours
10 to less than 20	160 hours
20 or more	200 hours

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(4) Each and every regular full-time employee, without exception, must take the authorized annual vacation period for health, rest, relaxation and pleasure within the calendar year, (January 1 to December 31) during which said time is accrued.

(a) Unused vacation days may be carried over into the new calendar year only with the authorization of the Chief of Police following written request.

(5) All vacations are subject to the approval of the department head and Borough Administrator and, of necessity, depend upon the work of the Borough permitting such vacations.

(6) Employees who are separating from service for the Borough will be paid on a prorated basis for any unused earned vacation time, permitted they are not dismissed for misconduct. Any employee who is dismissed for misconduct will not receive vacation pay.

(7) In the event an employee becomes ill during a vacation period, sick leave may not be utilized for the purpose of restoring vacation leave.

(8) (a) Vacation requests will be made in accordance with established Department procedures and guidelines including making requests thirty (30) days prior to the commencement of the vacation period.

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(b) The thirty (30) day requirement may be waived at the discretion and judgment of the Chief of Police.

(9) (a) Approval of requests will be granted contingent upon adequate staffing in the department and the work of the Borough permitting such vacation leave during that time.

(b) In the event that a conflict arises with two (2) or more employees requesting vacation period, the employee with the highest rank will have priority for the said vacation period. If the conflict is between employees with the same rank, seniority will be used. Seniority will be used in accordance with established Department procedures and practices.

(10) No single vacation period for any employee shall exceed ten (10) continuous working days except by special permission of the Chief of Police.

(11) The minimum period of vacation leave for the purposes of computation shall be one-half (1/2) day.

(12) An employee injured on the job immediately prior to taking his or her scheduled vacation shall be permitted to rescheduled his or her vacation upon recovering from such injury.

(13) When an employee dies having to his or her credit any vacation leave, there shall be calculated and paid to the estate a sum of

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money equal to the compensation figured on the employee's salary at the time of death.

(14) An employee who leaves the service of the Borough after having taken vacation time that was not yet accrued is responsible for paying the Borough for the total amount of unaccrued vacation time used.

B. Probationary Employees

Employees who are newly hired shall begin to accrue vacation time upon successful completion of the six (6) month probationary period after completion of Borough training. Said accrual shall be according to the following schedule:

(1) New employees who start between January 1 and June 30 shall receive eight (8) hours vacation for each full month remaining in the calendar year following the end of the probationary period, not to exceed forty (40) hours. Subsequent vacations will be in accordance with the schedule listed in Paragraph A.

(2) New employees who start between July 1 and December 31 shall receive one (1) day's vacation for each complete monthly remaining in the calendar year following the end of the probationary period, not to exceed ten (10) days. Subsequent vacations will be in accordance with the scheduled listed in Paragraph A.

For Example:

START DATE	PROBATIONARY ENDS	VACATION DAYS
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February 16th
year

August 15th

4 days for this
and 10 days for the
next year

June 14th

November 30th

1 day for this year and
10 days for the next
year

November 1st
next year

April 30th

8 days for the

July 1st
next year

December 31st

10 days for the

C. Part-time and seasonal employees are not eligible for vacation benefits.

D. (1) For the purpose of recruiting, special vacation provisions may be made at the time of appointment, by action of the Mayor and Council.

(2) Any such arrangements for special vacation provisions shall be put in writing and placed in the employee's personnel history file.

E. If, for no reason, an employee's vacation is cancelled or not taken as scheduled, the vacation may be rescheduled at a time agreed upon by both the Chief of Police and employee.

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ARTICLE VII

SICK LEAVE

As used in this section "sick time" shall mean paid leave granted to full time employees who through sickness or non-work related injury, become incapacitated to a degree that makes it impossible to perform the duties of his or her position, or who is quarantined by a physician because of exposure to a contagious disease.

A. Each regular full-time employee will be credited on January 1st of each year with ninety-six (96) hours of "sick time" for the ensuing year.

B. Probationary employees shall be entitled to receive pay sixteen (16) hours during the probationary period. Following the probationary period, an employee shall receive eight (8) hours for each month remaining in the calendar year.

C. Sick time shall be cumulative up to a maximum of nine hundred and sixty (960) hours. Employees hired after April 1, 2011 shall not be allowed to accumulate unused sick leave.

D. (1) It is the responsibility of the employee to notify the department head or the Chief of Police or the Commanding Officer in Charge in the absence of the Chief of Police is not available, no later than one (1) hour before the beginning of the work day of his or her inability to come to work.

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(2) Absences of more than one (1) day, the employee must call in daily, unless a note from the employee's physician specifying the date of return has been submitted to the Administrator.

(3) Failure to notify the department head or the Administrator may result in forfeiture of sick time benefits for that particular illness and will be treated as an unexcused leave of absence which is subject to disciplinary action up to and including dismissal. If an employee, or a member of their immediate family, fails to notify the department head or the Administrator after two (2) consecutive absences*, it will be assumed that the employee has abandoned the job and will be treated as a Job Abandonment resignation.

*Exceptions may be made to this decision if the employee verifies an extreme situation that prevented him or her from contacting the Borough. The decision to make an exception is the right of the Administrator's.

E. The minimum unit of sick time for compensation purposes shall be one-half (1/2) hour.

F. (1) After a minimum of five (5) years of service with the Borough, an employee, upon separation from service with the Borough for reasons other than misconduct, will receive pay based upon unused accumulated sick time, up to a maximum of nine hundred and sixty (960) hours of such credit.

(2) Payment shall be made in accordance with the following schedule:

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- (a) Upon retirement: 50% of the employee's then current rate of pay capped at \$15,000.00.
- (b) Other separation: 25% of the employee's then current rate of pay.

G. General

1. Habitual absenteeism may be cause for discipline up to and including discharge.

2. A medical verification is required when a sick leave absence exceeds two (2) consecutive days. The Chief of Police and/or designee may waive the verification request due to special circumstances. During protracted periods of illness or disability of an employee, the Chief of Police and/or designee may require interim reports on the condition of the patient from the attending physician and/or a Borough medical physician.

3. The Chief of Police and/or designee reserves the right, in such cases where there is a difference of professional opinion between the Borough physician and personal physician, to require the employee to submit to an examination by a third doctor. The third doctor shall be paid for by the Borough.

4. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

- a. No employee shall be allowed to work who endangers the health and well-being of other employees and, if the employee's condition warrants, the employee may be directed to the Borough's physician for an opinion as to fitness for duty.
- b. Sick leave with pay shall not be allowed under the following conditions:
 - i. When the employee under medical care fails to carry out the orders of the attending physician.
 - ii. When, in the opinion of the Borough medical physician, the employee is ill or disabled because of self-imposed contributory causes or actions.
 - iii. When, in the opinion of the Borough medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty after exhausting the procedure in Section (3).
 - iv. When the employee does not report to the Borough physician, as directed.

5. Once an employee exhausts his/her sick leave, an employee may be eligible to receive state or federal disability payments, including Social Security. Any employee who applies for disability benefits must furnish the Borough with proof of application and proof of receipt or denial of such benefits.

H. Sick Leave Confinement Restriction

1. If an employee is absent for reasons that entitle the employee to sick leave or the employee is on Workers' Compensation leave because of an injury sustained during his/her employment, the employee shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in questions, with the following exceptions:

- a. To report for medical attention to a doctor's office or hospital.
- b. To engage in the exercise of his/her right to vote or attend religious services.
- c. If an emergency necessitates his/her absence.
- d. A supervisor may visit an employee on sick leave or Workers' Compensation leave at his/her residence or place of confinement.

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- e. A supervisor may telephone the employee who has reported on sick leave or who is on Workers' Compensation leave at his/her place of confinement during the scheduled workday(s).
- f. The employee may leave the place of confinement for convalescence. He/she shall advise the Borough of the address and telephone number at such location.

ARTICLE VIII

PERSONAL TIME

All full-time employees are entitled to two (2) twelve (12) hour days for a total of 24 hours per calendar year. Personal days are not cumulative.

A. Requests for personal days shall be made in writing to the Chief of Police or his designee on a Leave Request Form at least ten (10) days prior to the requested personal day when possible.

B. Requests will be approved providing that they do not unduly conflict with the need of the Borough or the scheduling requirements of the department.

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ARTICLE IX

BEREAVEMENT LEAVE

A. Employees shall be entitled, in the case of the death of an immediate member of his or her family or spouse's family, to a maximum of three (3) calendar days of absence with pay upon approval from the Administrator. An immediate member of the family is defined as employee's spouse, parent, child, sister or brother, grandparent, mother-in-law, father-in-law, son-in-law or daughter-in-law.

B. In the event of the death of a relative who resides with the employee, other than an immediate member of the family as above defined, the Borough in its sole discretion may grant a three (3) day Bereavement Leave with pay.

C. Reasonable verification of the event may be required by the Borough.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or compensation time off falling within the time of the bereavement.

ARTICLE X

INSURANCE

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

B. Any changes passed by State Legislature shall be immediately implemented under this contract regardless of the term left in the contract.

C. Employees who waive insurance coverage shall receive 25% of the premium or \$5,000.00, whichever is less.

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ARTICLE XI

HOLIDAYS

A. Dispatchers will receive pay for the following twelve (12) holidays:

New Year's Day, January 1

Martin Luther King, Jr. Day, third Monday in January

President's Day

Good Friday, Friday before Easter

Memorial Day, last Monday in May

Independence Day, July 4th

Labor Day, first Monday in September

Columbus Day, second Monday in October

Election Day, Tuesday after 1st Monday in November

Veterans' Day

Thanksgiving Day, fourth Thursday in November

Christmas Day, December 25

Dispatchers will also receive holiday pay in addition to the above twelve (12) holidays for the Friday immediately following Thanksgiving Day and for the last working day prior to Christmas.

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ARTICLE XII

WORK-INCURRED INJURY

A Borough employee who is injured in the performance of duties shall receive workers' compensation for bona fide work-related injuries as follows:

A. (1) An employee who is injured in any way, no matter how minor, in the performance of duty shall immediately report the incident to the department head and shall provide the information necessary for the filing of an accident report. Failure to do so may impair an employee's claim for benefits.

(2) The completed accident report shall be submitted to the Borough Administrator within twenty-four (24) hours of the injury.

B. During the first five (5) workdays of work-related injury, the employee is not eligible for Workers' Compensation. The Borough will pay the employee his or her regular wage until Workers' Compensation begins. Time off, taken as a result of a work related injury, sustained while on duty is not chargeable against an employee's sick time. Working on light/modified duty is permissible if available in sole discretion of the Borough and approved by an authorized medical professional.

C. After five (5) workdays of inability to work due to work-related injury, payments by the Workers' Compensation Policy will normally commence. Upon resolution by the Mayor and Borough Council, the

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Borough will continue to pay the employee at the regular earnings rate, and the Workers' Compensation payments shall be forwarded to the Borough Treasurer.

D. The Borough's payment of the affected employee's full salary shall not exceed one (1) year from the date of initial work-related injury.

E. Workers' Compensation payments will continue for as long as a duration as allowed under existing laws and practices. When the Borough ceases to pay the employee's salary, the Workers' Compensation checks will be forwarded directly to the employee.

F. The Borough reserves the right to require a medical examination by a licensed physician designated by the governing body at any time during the employee's absence and requires a certificate of fitness to work, prior to allowing the employee to return to work.

G. The Borough will not be liable for payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreation, social, or athletic activity sponsored by the Borough of Watchung.

H. The Borough will not be liable for payment of workers' compensation benefits for injuries sustained while in employment other than with the Borough.

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I. During the period that an employee is being covered by Workers' Compensation he or she is considered inactive and will not accrue vacation or sick leave.

ARTICLE XIII

MILITARY LEAVE

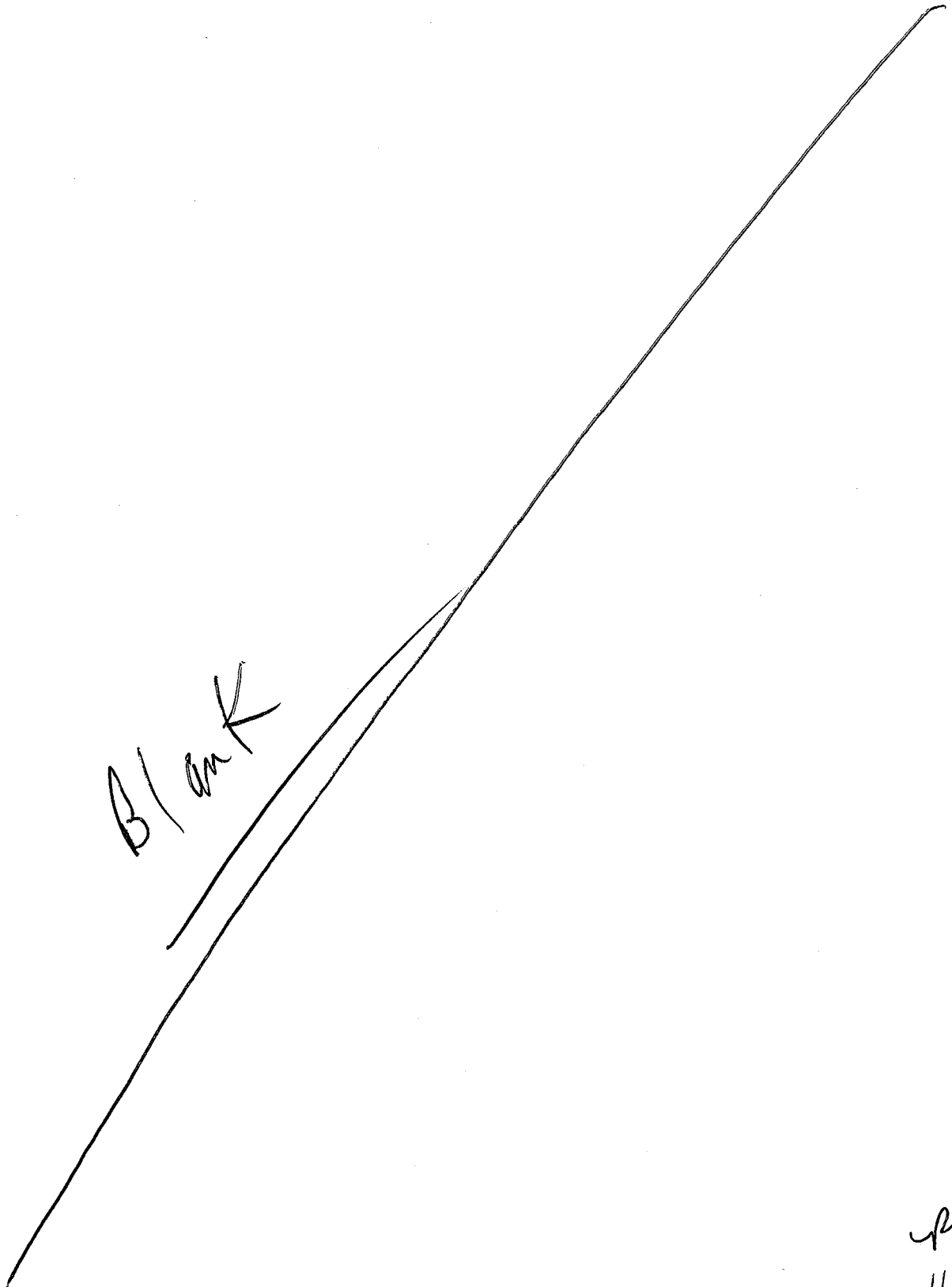
A. Any regular employee who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the Armed Forces of the United States and is required to engage in field training may be granted a military leave of absence with differential for the period of such training as is authorized by law. This leave of absence shall be in addition to his or her vacation.

B. If an employee is called to active duty in the Armed Forces of the United States, an indefinite military leave of absence without pay, except by special authorization of the Governing Body, shall be granted to the employee for the duration of such active military service provided that he or she does not voluntarily extend such service.

C. In all cases involving military leave, the employee shall provide the Administrator a certificate verifying the call to military duty along with the completed Leave Request form prior to departure.

D. Such employees shall be reinstated by the Borough without loss of privileges or seniority provided they report for work within 30 days following an honorable discharge from military service.

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ARTICLE XIV

JURY DUTY

A. Borough employees are encouraged to exercise their civic responsibility to serve jury duty.

B. An employee called for jury duty shall submit a Borough Leave Request form with supporting documentation to his or her department head as soon as he or she becomes aware of the obligations.

C. An employee who is called for jury duty shall be granted an excused absence with pay, for up to 15 days, during the regular period of jury duty.

D. If an employee is excused from jury duty by or before 12:30 p.m., he or she shall report back to work for the remainder of the workday.

E. The Borough shall continue to provide the employee with benefits for the full term of the jury duty absence.

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ARTICLE XV

DISCRIMINATION AND COERCION

A. The Employer 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, or political affiliation.

B. The Employer 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 union or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

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ARTICLE XVI

PROBATIONARY STATUS

A. All employees hired during the term of this Agreement shall serve a probationary period of six (6) months from the end of training. During this probationary period, the Employer reserves the right to terminate such employee for any reason. An employee, if terminated, shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Chief of Police and/or designee for two extensions of forty-five (45) days each.

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ARTICLE XVII

SEPARABILITY AND SAVINGS

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

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ARTICLE XVIII

UNIFORMS

Employees shall be provided a \$300.00 uniform allowance and \$200.00 maintenance allowance.

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ARTICLE XIX

SENIORITY

A. A newly appointed employee shall be considered probationary and without seniority.

B. Seniority is defined as an employee's length of uninterrupted service with the Township beginning with the employee's date of hire. Upon satisfactory completion of the probationary period, seniority shall accumulate until there is a break in service, at which time it will end. Part time employment with the Township will not count for seniority calculation purposes.

C. A break in continuous service occurs when an employee resigns, is discharged for cause, retires, is laid off beyond the period of recall, or fails to return upon expiration of any leave of absence approved by the Township.

D. In the event of a layoff, recall, transfer or demotion, seniority will prevail within the department or office, provided the most senior employees have the requisite qualifications and abilities to perform the work available, in the sole opinion of the Chief of Police.

E. The Employer shall maintain and post a current seniority list.

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ARTICLE XX

FULLY BARGAINED AGREEMENT

A. The Borough and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practice shall be binding on the Borough or the Union during the term of this Agreement unless agreed to in writing between the Borough and the Union subsequent to the date of execution of this Agreement.

B. 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 of the parties at the time they negotiated or signed this Agreement.

C. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supercede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is

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mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

D. This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notice given under the provisions thereof, shall change or modify this Agreement, or in manner affect the contractual relationship of the parties hereof.

E. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

[Handwritten signature]
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ARTICLE XXI

DURATION

A. This Agreement shall be in full force and effect from January 1, 2012 including December 31, 2013, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

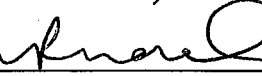
B. When no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement either party may serve upon the other a notice at least sixty (60) days prior to December 31, 2012 of any subsequent contract year, advising that such party desires to revise or change the term or conditions of such Agreement.

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

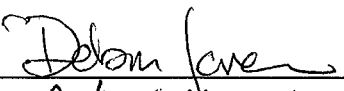
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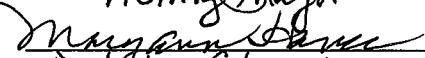
BY: 

BY: 

BOROUGH OF WATCHUNG



Acting Mayor



Deputy Clerk

Thomas E. Atkins

Borough Administrator