

Contract no. 669

A G R E E M E N T

BETWEEN

TOWNSHIP OF MARLBORO

MONMOUTH COUNTY, NEW JERSEY

AND

COMMUNICATIONS WORKERS OF AMERICA, LOCAL NO. 1044
(Supervisory Unit)

JANUARY 1, 1991 though DECEMBER 31, 1992

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PREAMBLE

THIS AGREEMENT entered into this 20th day of September, 1991, by and between the TOWNSHIP OF MARLBORO, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and COMMUNICATIONS WORKERS OF AMERICA, LOCAL NO. 1044, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I
RECOGNITION

A. The Township recognizes the Union for the purposes of collective negotiations as the exclusive representative of the Supervisory Employees in the negotiations unit and reference to males shall include females.

B. The Bargaining Unit shall consist of Supervisory Employees in the Road Department, Grounds Maintenance Department, Traffic and Safety Department, and Maintenance and Repair Department.

C. This Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.

D. This Agreement will be binding upon all the parties hereto, their successors and assigns.

ARTICLE II
MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing the personnel, method 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, 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.

3. The right of management to make such reasonable rules and regulations as it may from time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Township reserves the right with regard 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 Township.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereto and only to the extent that such specific and express terms are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of Marlboro Township.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III

NON-DISCRIMINATION

A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, 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 any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE IV

NO-STRIKE PLEDGE

A. The Union 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 concerted willful absence from his duties of employment), work stoppage, slowdown, walk-out or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any Union member shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

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

D. The Township agrees not to lock out its employees.

ARTICLE V

GRIEVANCE PROCEDURE

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 this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. No grievance may proceed beyond Step 2 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 2 herein.

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 aggrieved shall institute action under the provisions hereof within fifteen (15) 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 his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within ten (10) calendar days after the initial discussion with the immediate supervisor, the grievant or the Union may appeal the decision of the immediate supervisor in writing to the Business Administrator within ten (10) calendar days thereafter. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract allegedly violated, and the remedy requested by the grievant. The Business Administrator shall respond, in writing, to the grievance within fifteen (15) working days of the submission.

Step Three: If the grievance is not settled through Steps One and Two, the Union shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the

Public Employment Relations Commission within thirty (30) calendar days after receipt of the decision of the Business Administrator. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E.1. The parties may direct the arbitrator to decide, as a preliminary questions, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

3. The parties agree that at no time shall they place more than one (1) issue before any one (1) arbitrator at any one (1) time.

F. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the decision rendered by the Business Administrator on the grievance. In the event the grievant

pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

G. Disciplinary matters shall be arbitrable as permitted by law.

ARTICLE VI

DUES DEDUCTION AND AGENCY SHOP

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 Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each 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 the rate of 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 authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

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

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to

halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment

which ordinarily cannot be secured through collective negotiations with the Township.

J. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Township. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suites 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 or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE VII

UNION BUSINESS LEAVE

A. Upon prior notice to and approval of the appropriate Township representative, members of the Union Grievance Procedure Committee (not to exceed a total of four (4) employees in number) may be permitted to confer with management in accordance with the Grievance Procedure set forth herein and to attend collective bargaining sessions with the Township representative or representatives, during duty hours without loss of pay, or any other contractual benefit, provided the conduct of said business shall not diminish the effectiveness of the employees' Departments, or require the recall of off-duty employees to bring the Department to its proper effectiveness.

B. 1. A maximum of two (2) stewards and/or officers of the Union shall be granted up to a maximum of three (3) days off annually without loss of pay for purpose of attending Union conferences and/or seminars.

2. In order to be eligible for this benefit, the stewards and/or officers must notify the Business Administrator and their immediate supervisor at least one (1) week in advance of said conference and/or seminar.

3. If an employee fails to provide prior verification of the conference and/or seminar, or verification of attendance, said employee shall be charged for said time off from work.

C. An employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The

employee and the Union understand and agree that any such off-duty time spent shall not be compensated by the Township and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

ARTICLE VIII

BULLETIN BOARD

A. The Union shall have the use of the bulletin boards in the Road Department area for the posting of notices relating to meetings and official business of the Union only.

B. Only material authorized by the signature of the Union President or designee shall be permitted to be posted on said bulletin board.

C. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE IX

JOB POSTINGS, ANNOUNCEMENTS AND FILLING OF VACANCIES

A. To provide advancement opportunities for employees within the Department, existing or anticipated job vacancies shall be posted on the employee bulletin boards for seven (7) working days. The posting shall include a description of the job, any required qualifications, the location of the vacancies, the salary range, the hours of work and the procedure to be followed by employees interested in making application.

B. When the Township desires to fill any job vacancies, it shall first request applicants from within the Department in which the vacancy exists, then within the Department of Public Works and then from other sources.

C. Names of appointees shall be posted and a copy of said selections forwarded to the Union.

ARTICLE X

HOURS, OVERTIME & EMERGENCIES

A. All members of the Department of Public Works are required to work an average of forty (40) hours per week on a schedule approved by the Director of Public Works or his designee. In times of emergency, all members of the Department are subject to call unless they are on sick leave.

B. 1. Employees classified as "supervisor" who work overtime that has been approved in advance by the Director of Public Works, or his designee, shall be compensated in the form of compensatory time off computed at one and one-half times the number of overtime hours worked after the employee has worked forty (40) hours in any given work week. Said compensatory time-off cannot be accumulated beyond the following calendar year. If the "supervisor" can not use or chooses not to use the accumulated compensatory time off by the end of the next calendar year, he shall be paid for said time at the rate of one and one-half (1 1/2) times his regular base rate of pay. Any compensatory time accrued and on the books as of January 1, 1989 shall remain on the books, be the first time used, and shall not be subject to be paid pursuant to the above portion of this paragraph.

2. All other bargaining unit employees shall receive overtime compensation pay computed at one and one-half (1 1/2) times the normal hourly equivalent and shall take effect after

the employee had worked forty (40) hours in any given work week. As long as the employee is in pay status, he/she shall be considered as on duty for the calculation of whether the employee worked a forty (40) hour week.

3. All other bargaining unit employees, at their option, may accumulate and carry up to a maximum of forty (40) hours compensatory time, to be taken as scheduled and mutually agreed to by the employee and his/her immediate supervisor.

C. When an employee is not scheduled for work and his services are required, he may be called to work and he shall receive a guarantee of two hours, except in the instance when he is called to work for snow removal, at which instance he shall be guaranteed four hours. All hours worked outside of the employee's regular hours shall be paid at the time and one-half rate. If an employee is called in outside of his regular hours and works partly outside regular hours, he shall be paid at the regular rate for the time worked during his regularly scheduled hours, and shall be paid at the time and one-half rate for all hours worked outside his regularly scheduled hours. For the purpose of Section C, snow removal is defined as being called out or snow plowing only, and shall not mean when one is called out for only sanding and/or salting. In order to qualify for the hourly guarantees as set forth in this Section, one may not voluntarily leave before the end of the time period guaranteed if there remains work to be done.

D. When an employee is required to work on a Sunday, he shall receive pay at the rate of time and one-half regardless of whether or not he has worked a forty hour week that week. If an employee is required to work on a holiday, he shall be paid not only for the holiday, but also at the rate of time and one-half for the hours actually worked on the holiday, regardless of whether or not he has worked a forty hour week that week.

E. If an employee refuses to come in on overtime, his name will be placed on the bottom of the list to be included in the regular rotation. The rotating list will be placed in the work area and will be used on the basis of seniority. The supervisor in charge of said list will note on the list the reason why a person was passed over, that is, no answer when called, and the time that the person was called, or if the line was busy, the time that the line was busy, or if the person refused, the time that he was called and he refused.

F. The hours of work for all bargaining unit employees employed ~~in other than~~ ^{including} the Traffic and Safety Department will be from 7:00 a.m. to 3:00 p.m., Monday through Friday, which time shall include one-half (1/2) hour off for lunch, which is paid and which paid lunch shall be included in the caluclations to compute a forty (40) hour work week.

G. 1. An employee who works four (4) hours of overtime will be provided with a meal at no cost to the employee.

2. An employee who qualifies for a meal under the above guidelines shall be given the option of receiving the meal

or the equivalent cost (Breakfast \$6.00, Lunch \$8.00, Dinner \$12.00). If the employee elects not to eat the meal, the meal breaktime of one-half (1/2) hour will not be paid.

ARTICLE XI

SALARIES

A. Effective January 1, 1991, the annual base salary to be paid the following employees of the Township shall be as follows:

<u>Job Classification</u>	<u>Base Salary</u>
Superintendent	\$49,778.00
Supervisor	\$44,253.00
Asst. Supervisor II	\$37,869.00
Senior Mechanic	\$37,869.00
Traffic Maint. Supervisor	\$37,869.00
Asst. Supervisor I	\$34,717.00

B. Effective January 1, 1992, the annual base salary to be paid the following employees of the Township shall be as follows:

<u>Job Classification</u>	<u>Base Salary</u>
Superintendent	\$53,014.00
Supervisor	\$47,129.00
Asst. Supervisor II	\$40,330.00
Senior Mechanic	\$40,330.00
Traffic Maint. Supervisor	\$40,330.00
Asst. Supervisor I	\$36,974.00

C. 1. Any employee promoted within the bargaining unit shall have all applicable monies and salary rates applied retroactive to the date of promotion or employment in the respective titles.

2. Benefits based upon years of employment shall be measured from the date of permanent hire by the Township. Years of service shall be the length of continuous employment of an employee by the Township as measured from the date of permanent hire.

3. Whenever the Township creates and/or utilizes a "new" job title from the Civil Service listing, which the Department of Personnel indicates as "available" to all Local Governments to utilize, the Township will notify the Union and the range for the job title will be negotiated.

4. Seniority for the purposes of this Article is defined as continuous employment of an employee by the Township.

D. Payment for overtime will be made in a check separate from the regular paycheck. It will, however, be paid at the time of the regular paycheck. There shall be a minimum of twenty-four (24) paychecks per year.

E. All employees employed in the Assistant Supervisor I job classification will be evaluated on or before their second year of employment in said job classification for the purpose of determining whether or not said employee should be promoted to the Assistant Supervisor II job classification. If the employee is not so promoted, he shall be reevaluated, at a minimum on an annual basis on or before his anniversary date.

ARTICLE XII

LONGEVITY

A. In addition to the salary noted in Article XI, longevity will be paid as follows, as determined by employment anniversary date:

<u>Years of Service</u>	<u>In Addition to Annual Pay</u>
After five (5) years of service to tenth (10th) year	2-1/2% of salary
From eleventh (11th) year to fifteenth (15th) year inclusive	5% of salary
From sixteenth (16th) year to twentieth (20th) year inclusive	7-1/2% of salary
From twenty-first (21st) year to twenty-fifth (25th) year inclusive	10% of salary
From twenty-fifth (25th) year and thereafter	12-1/2% of salary

B. The above increment to be included in periodic annual salary payments.

ARTICLE XIII

HOLIDAYS

A. The following holidays shall be recognized:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans' Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	National Election Day
Labor Day	(once every 4 yrs)

B. If any of the above listed thirteen (13) holidays falls on a Saturday, the employee then gets the preceding Friday off; and if the holiday falls on a Sunday, the employee gets the next day off (Monday).

C. If the Township Council or Mayor gives or declares a holiday to the other Township employees, then that day is granted to the employees covered by this contract. The term "holiday" does not include emergency closings.

ARTICLE XIV

HEALTH AND LIFE INSURANCE

A. The Township agrees to continue the present health insurance coverage, which is presently supplied through Connecticut General Life Insurance Company, with no change in the level of benefits for the life of this Agreement.

B. 1. The Township shall provide an HMO option in accordance with State Statute.

2. The benefits provided under the HMO option shall be at least equal to the benefits provided pursuant to Section A of this Article.

3. The Township agrees to provide the HMO option at no cost to the employee up until December 31, 1992. Effective December 31, 1992, any cost for the HMO option in excess of the cost of the premium for the benefits provided pursuant to Section A of this Article shall be borne by the employee.

C. The Township agrees to pay the entire premium for the present dental insurance coverage for the life of this Agreement. Any increases in the premium, above the premium in effect on December 31, 1992 shall be borne by the individual employee or the Union.

D. For all employees employed in the classifications of Traffic Maintenance Foreman, Senior Mechanic and Assistant Supervisor, the Township agrees to provide a group life insurance policy for each employee in an amount not less than ten thousand (\$10,000.00) dollars. For all employees employed in the

classification of Supervisor, the Township agrees to provide a group life insurance policy for each employee in an amount not less than twenty thousand (\$20,000.00) dollars. Said policy shall be terminated when the employee is no longer employed by the Township.

E. If at any time the Township shall decide to change policies, a representative of the Union will review the policies with the representative of management.

F. The Township has the right to change insurance carriers or institute a self-insurance program so long as equivalent or better benefits are provided.

ARTICLE XV

VACATION

A. Annual vacation leave with pay shall be earned at the following rate as determined on January 1 of each year:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 - 5 years	12 working days
6 - 10 years	15 working days
11 - 15 years	18 working days
16 - 20 years	21 working days
over 20 years	25 working days

B. Vacation allowance should be taken during the current year and reasonable efforts will be made to give the employee the time of his choosing. Unused vacation days may only be carried over for one year.

C. 1. Vacation requests must be submitted to the Business Administrator by the 15th of March of each calendar year.

2. Vacation requests will be scheduled and approved in accordance with seniority.

3. If the Business Administrator determines that the vacation request cannot be taken at the time requested, the request and the entire vacation schedule will be reviewed in a meeting between the Business Administrator and the Union.

4. If, because of the pressure of work, the Township determines that vacations must be carried forward, said vacations will be scheduled on a priority basis by the Business

Administrator as soon as possible with the concurrence of the employee.

D. Employees who terminate their employment with the Township or whose employment is terminated by the Township shall only be entitled to pay for those vacation days actually earned up to their termination date, on an annual pro-rata basis.

E. For the purpose of this Section only, vacation days shall accrue on a pro-rated monthly basis. Any month in which an employee is absent for more than fifty (50%) of his or her schedule work days due to disciplinary suspension, said employee shall not accrue any vacation time for that month. If an employee fails to return from a leave of absence without pay, said employee shall be considered not to have accrued any vacation time during said leave of absence.

ARTICLE XVI

PERSONAL DAYS

A. All bargaining unit personnel may request up to a maximum of four (4) personal days per year for personal, business, household or family matters described in this Article and shall be non-accumulative. Approval of said personal days shall not be unreasonably withheld.

B. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside the work day.

C. Personal, household or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least forty-eight (48) hours in advance, except in case of emergency. Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside the work day. Personal leave will not be granted if it interferes with the manpower needs of the Department.

ARTICLE XVII

SICK LEAVE

A. All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or for the attendance of the employee upon a member of the immediate family who is seriously ill. The definition of "immediate family" will be those same persons as listed in Article XVIII entitled "Bereavement Leave" as well as any relative of the employee residing in the employee's household.

C. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

D. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

E. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

F. All employees shall be reimbursed for accrued sick leave at the time of termination of his employment, upon the basis of fifty (50%) percent of accumulated sick time, provided, however, the Township shall not be responsible for any amount exceeding ten thousand (\$10,000.00) dollars. Effective January 1, 1992, this amount shall be increased to twelve (\$12,000.00) dollars.

G. If an employee is absent for reasons that entitled him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for the absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

H. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

I. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or

less, in which case only (1) certificate shall be necessary for a period of six (6) months.

J. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

K. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

L. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his duties and that the return will not jeopardize the health of other employees.

M. For the purpose of this Section only, vacation days shall accrue on a pro-rated monthly basis. Any month in which an employee is absent for more than fifty (50%) of his or her schedule work days due to disciplinary suspension, said employee shall not accrue any sick time for that month. If an employee fails to return from a leave of absence without pay, said employee shall be considered not to have accrued any sick time during said leave of absence.

ARTICLE XVIII

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay which may commence between the day of death up to and including the day of the funeral, but in no event to exceed five (5) consecutive work days.

B. The term "immediate family" shall include spouse, father, mother, stepmother, stepfather, son, daughter, stepson, stepdaughter, brother, sister, stepbrother and stepsister.

C. In the event of death of the employee's mother-in-law, father-in-law, or grandparent, the employee shall be granted time off without loss of pay which may commence between the day of death up to and including the day of the funeral, but in no event to exceed three (3) consecutive work days.

D. If additional time is needed by an employee to fulfill obligations in the event of a death in the family, he or she shall be permitted, with the approval of the Department Head, to utilize his or her accrued time off (vacation days, compensatory days, personal days) as extended bereavement leave.

E. In the event of a death of an employee's aunt, uncle, first cousin, brother-in-law or sister-in-law, the employee, upon the approval of the Department Head, shall be permitted to utilize his or her personal accrued time (vacation days, compensatory days, personal days), solely for the purpose of attending the funeral.

F. If extenuating circumstances exist, the Department Head and/or the Business Administrator may, at their sole discretion, extend the bereavement leave. In addition, the Department Head and/or Business Administrator may, at their sole discretion, allow a bereavement period for persons not listed above who are related to the employee.

ARTICLE XIX

INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.

B. Any employee who is injured, whether slight or severe, while working, must immediately, or as soon as practically possible, report said injury to the Director of Public Works.

C. It is understood that the employee must file an injury report with the Director of Public Works so that the Township may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

E. If the Township does not accept the certificate of the physician by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

F. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Township appointed physician. Then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The Township, at its option, and upon certification by the Township appointed physician, may extend the disability pay for no more than one (1) additional year. The Township appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

H. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Township.

I. If the Township can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Township. If the employee is found to be in violation of this Article, he shall be subject to

disciplinary action by the Township to the extent which is provided within this Agreement and any Ordinance in effect governing the Township of Marlboro.

ARTICLE XX

JURY DUTY

A. Any regular full-time employee who loses time from his or her job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his or her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:

1. The employee must notify his or her supervisor immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. No employee is attending jury duty during vacation and/or other time off from Township employment.
4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

B. If, on any given day, an employee is attending jury duty, he or she is released by the Court prior to 11 o'clock a.m., that employee shall be required to return to work by 12 o'clock noon that day in order to receive pay for that day.

ARTICLE XXI

CLOTHING AND EQUIPMENT

A. The following items will be supplied annually by the Township at no cost to the employee:

(1) Five (5) uniforms consisting of a shirt and pants each for all employees other than mechanics, who shall receive eleven (11) uniforms consisting of a shirt and pants each, which shall be fire and acid retardant.

(2) Five (5) summer T-shirts

(3) One (1) winter jacket or overalls (Carhortts), with a price for the overalls to be equal to or less than the cost of the winter jacket.

(4) One (1) spring jacket.

(5) One (1) pair of either summer or winter safety shoes annually, said shoes to be replaced when worn out at the request of the employee and with the approval of the employee's supervisor. The maximum cost to the Township of the safety shoes shall be one hundred and ten (\$110.00) dollars per pair. Any additional cost shall be assumed by the employee.

(6) Rain gear upon employment, which said rain gear will be replaced by the Township whenever it is no longer serviceable as determined by the Township.

B. The Township agrees to provide a cleaning and maintenance service for mechanics only.

C. Any equipment and/or clothing supplied by the Township and destroyed and/or damaged by the employee through his or her negligence is to be repaired and/or replaced by the employee.

ARTICLE XXII

PENSION PLAN

A. The Township shall continue for the lifetime of this Agreement to pay the Township's portion of the pension costs under the Public Employees Retirement System of New Jersey at the signing of the Agreement.

ARTICLE XXIII

SAFETY AND HEALTH

A. As practicable, the Township shall attempt at all times to maintain safe and healthy working conditions.

B. The Township will provide employees with wearing apparel, prescription safety glasses, tools or devices reasonably necessary as determined by the Township in order to insure their safety and health.

C. Any safety equipment supplied to the employee by the Township must be worn and/or utilized by the employee. If the employee fails to wear and/or utilize such equipment or apparel, he or she shall be subject to disciplinary action, up to and including discharge.

D. All safety and health rules will be abided by. Failure to abide by said rules shall be deemed just cause for disciplinary action, up to and including termination.

E. The Township and the Association shall form a safety committee consisting of representatives of the Governing Body and bargaining unit employees. It shall be their joint responsibility to investigate and correct the working conditions and to recommend corrective action concerning unsafe and unhealthy conditions. The committee shall meet as necessary to review conditions in general and make recommendations when appropriate.

ARTICLE XXIV

ADHERENCE TO CIVIL SERVICE RULES

A. The Township and the Union agree to be bound by all Civil Service Rules and Regulations.

ARTICLE XXV

JOB RELATED COURSES

A. The Township agrees to pay for the tuition and books required when an employee enrolls in a job related course.

B. To be eligible for this benefit, the employee must receive prior approval from his or her immediate supervisor, and then from the Business Administrator. Approval of this benefit shall be at the final and sole discretion of the Business Administrator.

ARTICLE XXVI

PERSONNEL FILES

A. The Township shall establish personnel files or confidential records which shall be maintained under the direction of the Business Administrator or his designated representative.

B. Upon prior notice to an authorization of the Business Administrator or his designated representative, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied.

C. The Township shall not insert any adverse material into any file of the employee unless the employee has had an opportunity to review, sign and receive a copy of and comment in writing upon the adverse material, unless the employee waived these rights.

D. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file.

ARTICLE XXVII

MAINTENANCE OF STANDARDS

A. All terms and conditions of this Agreement shall remain in full force and effect while a successor agreement is being negotiated until a new agreement is reached.

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ARTICLE XXVIII

SEPARABILITY & SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall not be affected thereby and shall continue in full force and effect.

B. If any such provision is declared invalid by operation of law, parties to this Agreement will forthrightly entertain re-negotiations on the invalid provision.

ARTICLE XXIX

FULLY BARGAINED PROVISION

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.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Township and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement or with respect to any matter or subject referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument in writing only executed by both parties.

ARTICLE XXX

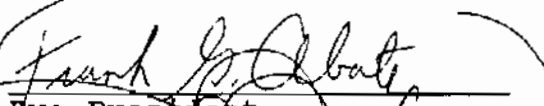
TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1992, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter. Should the parties hereto fail to reach an agreement for a new contract before the termination of this contract, the terms and conditions of this contract shall continue until the new one is signed changing the terms and conditions retroactive to January 1, 1993.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Marlboro Township, New Jersey on this 22 day of October, 1991.

COMMUNICATIONS WORKERS OF
AMERICA, LOCAL NO. 1044


MARLBORO TOWNSHIP
MONMOUTH COUNTY, N.J.


By: President

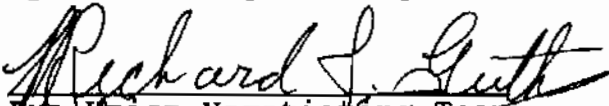

MAYOR



By: Staff Representative

ATTEST:


By: Union Negotiating Team


CLERK


By: Union Negotiating Team


By: Union Negotiating Team