

AGREEMENT BETWEEN

**THE TOWNSHIP OF DOWNE
CUMBERLAND COUNTY
NEW JERSEY**

AND

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
DISTRICT COUNCIL 71
LOCAL 3779G**

Effective January 1, 2004 - December 31, 2007

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PREAMBLE

This Agreement entered into this first day of January, 2001, by and between the Township of Downe, hereinafter called the "Township", and Local 3779G, which is affiliated with District Council 71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the "Union", has as its purpose the promotion of harmonious relations between the Township and the Union; the establishment of an equitable procedure for the resolution of grievances and the establishment of rates of pay, hours of work and other conditions of employment; and represents the complete and final understanding on all bargainable issues between the Township and Union.

ARTICLE I - RECOGNITION

The employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Article XVIII, which is part of this Agreement or any newly created positions within the parameters of the Union's certification.

ARTICLE II - CHECK OFF

- A. The Township agrees to deduct from the salaries of its employees, who sign the appropriate card, subject to this agreement, dues for AFSCME District Council 71. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-16-9e, as amended and members shall be eligible to withdraw such authority during July of each year.
- B. A check off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Treasurer of the Council, during the month following the filing of such card with the Township.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council, together with the list of the names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.
- D. If during the life of this agreement, there shall be any change in the rate of membership dues, the local Union shall furnish the Township with written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township an official notification on letterhead of the local union and signed by the President of the local Union advising of such changed deduction.
- E. 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 Treasurer.

ARTICLE III - AGENCY SHOP

- A. 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.
- B. The deductions 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.
- C. The fair share fee for services rendered by the Union shall be in the 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 percent (85%) of the regular membership dues, fees and assessments.

ARTICLE IV - VACATIONS

- A. All full-time employees shall be entitled to paid vacations on a calendar year basis as follows:
1. Vacation for the first and second years shall accumulate as follows:
 - Five (5) days after one (1) full year.
 - For every two (2) months worked - one (1) day, up to maximum of five (5) days for the first and second years.
 2. Vacation after completion of the second year up to eight (8) years shall accumulate as follows:
 - Twelve (12) days after two (2) years through seven (7) years.
 - One (1) day for each month worked up to a maximum of twelve (12) days.
 3. Vacation after completion of eight (8) years shall accumulate as follows:
 - Fifteen (15) days after eight years.
 - One and a half (1.5) days per month worked up to a maximum of fifteen (15) days.
- B. An employee shall be entitled to full vacation after the first full calendar year of work as of January 1, of the subsequent calendar year, and for all subsequent calendar years.
- C. If a recognized holiday occurs on a regular working day during an employee's vacation, it will be regarded as a holiday and not a vacation day.
- D. Final approval of all vacation schedules shall be made by the Department Supervisor, based upon the manpower needs of the Department. Employees taking vacation for longer than one (1) week shall use reasonable efforts to request

same at least fourteen (14) days in advance.

- E. Where, in any calendar year the vacation or any part thereof is not granted by reason of pressure of Township business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only. Any vacation days carried over into the next succeeding year shall be considered the first vacation days used in that succeeding years. All vacation time accumulated through the end of the calendar year must be used during the next calendar year or lost.
- F. Any employee who terminates employment with the Township shall be entitled to vacation time and/or vacation pay on a pro-rated bases. If excess vacation has been taken at the time of termination, it shall be repaid to the Township.
- G. Part-time permanent employees shall be entitled to vacation leave on a pro-rated basis.

ARTICLE V - HOLIDAYS

A. The following days are recognized as paid holidays. Twelve (12) days from this list may be selected by majority choice of the employees. The Township shall be informed of the days selected by January 1 of the year:

New Years Day	Fourth of July
Martin Luther King Day	Labor Day
Presidents' Day	General Election Day
Good Friday	Veterans' Day
Thanksgiving Day	Day before Christmas
Day after Thanksgiving Day	Christmas Day
Memorial Day	Day After Christmas

B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday.

C. Holidays which fall on a Sunday shall be celebrated on the following Monday.

D. Permanent part-time employees shall be entitled to receive holiday pay, if a holiday falls during their normal work schedule.

E. Holidays which fall on a fulltime employee's day off other than weekends shall be taken on the next work day or such other day as arranged with the Township.

F. Any employee working on a scheduled holiday shall be paid at a rate double the normal pay.

ARTICLE VI - SICK LEAVE

- A. Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents their doing the usual duties of the position, exposure to contagious disease, or a short period of emergency attendance upon a member of their immediate family (as defined) who is seriously ill and requires the presence of the employee. Sick leave is to be taken only if the above conditions are satisfied.
- B. Immediate family is defined to include mother and father, mother and father-in-law, brother and sister, spouse, children and foster children of the employee who reside in the home.
- C. Employees in the Township service after the probationary period shall be entitled to the following sick leave with pay:
 - 1. Twelve (12) working days per calendar year.
- D. If any employee is absent for any working time for reasons set forth in the above rule, the Township or their designees may require acceptable medical evidence. When an illness is of a chronic or recurring nature causing occasional absences of one day or less, one proof of illness shall be required for every six (6) month period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment.
- E. Part-time employees will be entitled to sick leave on a pro-rated basis.
- F. Sick leave shall be taken in at least one half day (1/2) increments, unless an employee has worked in excess of one-half (1/2) day, before leaving sick, in which case it shall be hourly.

G. After sick leave has been exhausted and the employee is not able to return to work, the employee may request medical leave without pay for up to six (6) months.

H. Employees shall be compensated for unused sick days as follows:

Employer shall pay employee for unused sick days for each year at the rate of one-half the normal pay for each sick day not taken. Sick days shall not be accumulated beyond the year earned.

During the first calendar year of employment not including the probationary period, the employee shall be entitled to one (1) day of sick leave for each month worked.

ARTICLE VII - PERSONAL DAYS

- A. Employees are authorized three (3) days personal leave with pay per year. Unused days are not cumulative from year to year, and must be taken in the year given or forfeited.
1. During the first calendar year of employment, the employee shall be entitled to one (1) day of personal leave for each four (4) month period worked.
 2. Thereafter, personal leave days shall be credited at the beginning of each calendar year.
 3. Permanent part-time employees shall be authorized personal leave on a prorated basis..
 4. Personal days shall not be accumulated beyond the year in which they are earned.
 5. Employer shall pay employee at the rate of one-half the normal pay for each personal day not taken.
- B. An employee who plans to use a personal day shall notify the Department Head or designated representative by telephone, in person, or by personal messenger. The employee will make a good faith effort to give such notice at least one (1) week in advance, unless the need for the personal day is unforeseen.

ARTICLE VIII - BEREAVEMENT LEAVE

- A. In the event of death of the employee's spouse, child, parents, brother, sister, grandparents, legal guardian or guardians, mother-in-law, father-in-law, or relatives residing in the household of the employee, permanent employees shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed four (4) working days.

ARTICLE IX - LEAVE WITHOUT PAY

- A. The Township may grant the privilege of leave of absence without pay for reasonable reasons upon approval of Mayor and Committee to a permanent employee for a period not to exceed six (6) months by formal action of the Department Head with approval of the Township Committee. All leaves of absence shall be in writing or shall not be official and binding.

ARTICLE X - TEMPORARY DISABILITY LEAVE

- A. Any full-time or part-time employee with at least six (6) months seniority may request a temporary disability leave without pay.
- B. Such leave may be granted for a period of up to six (6) months based on a certification by a licensed physician, considering the need and the ability of the employer to fill the position or obtain a temporary substitute.
- C. Any employee receiving temporary disability leave for up to six (6) months will continue to receive paid medical benefits while on leave.
- D. During any temporary disability leave of up to six (6) months, the employee's pension account will be frozen and anniversary date will remain unchanged in computation of all compensation and benefits.
- E. An employee who is on temporary disability leave may be assigned to duties in a different position or department at the pay rate of that position or department, if the employee's physician states there are no medical reasons not to make the temporary assignment and if the employee is otherwise qualified for assignment.
- F. An employee will use all accrued sick and vacation and personal time prior to taking temporary disability leave.
- G. Employee may request a further six (6) month temporary disability leave, but such leave will be subject to approval by the Committee. Paid benefits and seniority will not be maintained during any extension of the first six-month disability period.

H. Temporary disability leave is provided so that an employees position with the Township is secure for a specified period of time in the event the employee is temporarily disabled, taking into account the Townships need to have certain positions filled.

ARTICLE XI - CHILDBIRTH LEAVE

- A. Permanent employees of the township are eligible for an unpaid six (6) month leave of absence for childbirth. The leave shall be taken at a time determined by the employee in conjunction with and confirmed by the written verification from the physician. If extended leave is required, an additional six (6) months may be considered at the request of the employee for approval by the Township Committee.

- B. Employees who have accumulated vacation or sick time or compensatory time, may use such time for childbirth purposes prior to or immediately following such leave.

ARTICLE XII - JURY DUTY

- B. In the event that an employee is called to jury duty, he/she will be granted time off with pay as the court requires. Absence from work will not be counted against regular vacation period, sick leave or personal leave accumulation. The employee will be paid only for that time actually required to serve on jury duty. If dismissed from jury service with at least one-half (1/2) of working day remaining the employee must report to work.

ARTICLE XIII - MILITARY LEAVE

- A. Any full-time employee who is a member of the National Guard or Reserve components of the military or naval service of the United States and is required to perform active duty for training periods shall be granted a leave of absence with pay for the period of such training. The amount of such paid leave, unless the employee elects to use his annual vacation leave, shall be the difference between the employee's salary for the leave period and the amount of money received from the State or Federal Government for such service. Employees shall provide proof of such payment prior to receiving military leave pay.
- B. Employees must present official certification to their Department Head immediately upon receipt of call to duty.

ARTICLE XIV - INSURANCE

- A. All permanent full time employees of the Township (Public Works – 40 hours per week, office staff – 35 hours per week shall be considered full time) will be provided with Health Insurance equal to Blue Cross, Blue Shield, Rider J and Major Medical Coverage Series 14/20 paid for in full by the Township for employee and family eligible under such coverage or at the Township's option, the insurance according to "Exhibit A". The Township has the right to substitute substantial similar coverage. In addition, the Township will also provide a life insurance benefit for each permanent full time employee in the amount of Ten Thousand Dollars (\$10,000.00) or at the Townships option the death benefit under PERS, if so qualified, which will satisfy this requirement.
- B. The Township will supply a prescription drug plan with a co-pay as per Exhibit A attached hereto.
- C. Employees shall be covered under the New Jersey Temporary Disability Benefits Law.
- D. Any employee who is eligible for insurance coverage as a dependent of the employees spouses employment with a public or private employer may waive coverage under the municipality's plan. In consideration of filing such waiver the employer shall pay to the employee fifty percent (50%) of the cost to the municipality for the single coverage on that municipal employee. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage, if the employee ceases to be covered through the employee's spouse for any reason, including but not limited to, the

retirement or death of the spouse or divorce.

- E. Employees regularly working at least twenty (20) hours per week shall receive all the medical benefits provided under this Article, provided that employees working less than thirty-five (35) hours shall receive single coverage only if hired after the date of the signing hereof.

ARTICLE XV - WORKERS COMPENSATION

- A. When an employee sustains a job-related injury, he/she is to receive his/her salary from the Township. He/she agrees to endorse over to the Township all monies reimbursed to him/her by Workers Compensation, while on temporary disability. In the event employees cannot return to work within six (6) months, the employee may be terminated and this payment will cease.

ARTICLE XVI - WORK WEEK/OVERTIME

- A. The normal working week shall consist of the present hours as presently scheduled for the employees of the Administrative Offices. The Tax Clerk, Tax Search Officer, Dog Registrar, Tax Collector, Court Administrator and Chief Financial Officer shall have a work week as deemed necessary by the Township Committee. The Secretary/Recycling Coordinator shall have a work week consisting of thirty-five (35) hours. A twenty (20) hour week for employees of the Administrative Offices shall be considered full time for all benefits, excepting medical benefits which shall be single coverage only for employees working less than thirty-five (35) hours per week. The Township Committee shall, unless hired as of the date of signing of this Contract set the hours of employment for each job position.
- B. The normal working week for the Road Department employees shall be Monday through Friday, from 7:00 A.M. until 3:30 P.M., with one-half (1/2) hour for lunch. The normal working week for the Convenience Center shall be Wednesday and Saturday, 7:00 A.M. until 2:00 P.M. The normal working week for office employees shall be Monday through Friday, 8:30 A.M. to 4:30 P.M.
- C. Employees shall be paid every other week on Thursday. The designated payday shall remain consistent for the terms of this contract.
- D. All hours worked in excess of a forty (40) hour work week or eight (8) hours per day for all employees other than salaried employees shall be considered overtime and shall be compensated at the rate of one and one-half (1 ½) their regular hourly rate of pay.

- E. Double time of the employees regular rate of pay shall be paid for all work performed under any of the following conditions:
 - 1. All work performed on Sunday;
 - 2. For holidays.
- F. All overtime will be paid in accordance with the salary agreed upon for the current year of the Contract.
- G. Time paid for (whether or not worked, but not including overtime) will be considered as time worked for the purpose of computing overtime pay in accordance with this Article.
- H. Insofar as practicable, overtime shall be distributed as equally as possible among employees with the same qualifications. Overtime will be rotated among qualified employees with the more senior employee being given the opportunity of working such overtime first, then to the next in seniority, on a rotating basis, provided the employee has the ability to perform the work required.
- I. An employee shall have the option of receiving compensatory time, as opposed to receiving overtime pay for overtime hours worked. The accumulation and usability of hours shall be consistent with the provisions of the Fair Labor Standards Act, 29 USC Section 201, et seq.
- J. If an employee is assigned from a different Department or job position on a temporary basis, the employee will be compensated at the regular rate of pay for the position being filled, unless the employees regular rate of pay is greater.
- K. It shall remain a management prerogative to determine if and when overtime work force shall be used.

ARTICLE XVII - CALL IN TIME

- A. Any employee in the Road Department having completed his/her scheduled workday and is dismissed at the end thereof, who is recalled to work in the same calendar day, prior to the beginning of the next scheduled shift, shall receive a minimum of two (2) hours pay at the overtime rate of time and one half.

If an employee in the Road Department is called to work on an unscheduled Sunday or Holiday, he/she shall be paid at the rate of double time, for the above mentioned minimums.

- B. If the Court Clerk is called in to work, he/she shall receive their regular hourly rate of pay for all hours up to forty (40) hours per work week. Thereafter, they shall receive the overtime rate of time and one-half. If the Court Clerk is called in after a full working day, the Court Clerk shall receive time and one-half (1 ½) for time actually worked during such call in.

- C. If an hourly employee is called in on a Holiday or Sunday, he/she shall be paid at their double time rate of pay for all hours worked.

ARTICLE XVIII - RATES OF PAY

All rates of pay shall be adjusted four percent (4%) over the base for the first year, three and a half additional percent (3.5%) the second year and three additional percent (3%) the third year. All job openings to be posted in-house first.

A. January 1, 2004 the following yearly salaries or hourly rates shall become effective:

Administrative Secretary & Recycling Coordinator

Animal Control Officer

Chief Finance Officer

Convenience Center Worker #1

Convenience Center Worker #2

Court Administrator

Vital Statistics Registrar

Treasurer

Public Works Supervisor

General Road Laborer

Public Works Worker

Dog Registrar

Planning Board Secretary

Tax Search Officer

Tax Collector

Tax Assessor

Housing and Zoning Officer

Part Time Clerical

Crossing Guard

Township Clerk

Searches

Township Solicitor

Emergency Management

Township Committee

Mayor

Road Department

Deputy Clerk

Judge

Court Officer

ARTICLE XIX - EDUCATION AND TRAINING

- A. Employees shall be reimbursed for voluntary educational training courses taken upon prior approval of the Township Committee.
- B. Training must be related to the required skill or education for the employees current position.
- C. Employees shall be reimbursed for the cost of tuition and textbooks for approved courses upon successful completion (“C” average or above, or a certificate of completion) of the course.
- D. Employees shall be reimbursed and compensated for non-voluntary attendance at lectures, meetings, training programs and similar activities.
- E. The employer shall pay for all related costs (including but not limited to mileage at the rate of thirty [.30] cents per mile, tolls, parking, tuition, registration and books) for attendance at approved courses.
- F. All Convenience Center employees shall attend one (1) training course on recycling in a year, with pay.

ARTICLE XX - GRIEVANCE PROCEDURE

A. Purpose

1. 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 the agreement and to resolve the grievances as soon as possible so as to assure efficiency and promote employees morale. The parties agree that this procedure shall be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her Department Head.

2. Definition

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

3. Method

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 or the Union shall institute action under the provisions hereof within thirty (30) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made

to settle the differences between the aggrieved employee and the Department Head, if any for the purpose of resolving the matter informally. Failure to act within said thirty (30) working days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within five (5) working days of the initial discussion with the Department Head, the employee or the Union may present the grievance in writing to be received by the Township Committee Department Director within twenty (20) working days. Failure to do so shall constitute an abandonment of the grievance. The Department Head will answer the grievance in writing within five (5) working days of receipt of the written grievance.

STEP THREE: If the employee or the union wishes to appeal the decision of the Township Committee Department Director, such appeal shall be presented in writing to the full Township Committee to be received by the Township within twenty (20) working days thereafter. Failure to do so shall constitute abandonment of the grievance. The Township Committee shall review the matter and make a determination in writing within ten (10) working days from receipt of the grievance.

STEP FOUR: If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to arbitration. The dispute shall be submitted to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. Failure of the Union to do so within thirty (30) working days of the Townships written decision at **Step Three** shall

constitute abandonment of the grievance. The cost for the services of the Arbitrator shall be borne equally by the Township and Union. No employee shall be denied his compensation for appearance as a witness in accordance with this Article. Any other expense, including but not limited to the presentation of non-Township employee witness, shall be paid by the parties incurring the same.

- D. Upon prior notice to and authorization of the Department Head, the designated Union Representative shall be permitted, as 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, up to one (1) hour per employee, other than grievant, 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.
- E. Agents of the Union, who are not employees of the Township may be permitted to visit the employees during the working hours at their work stations, for the purpose of discussing Union representation matters; as long as such right is reasonably exercised and provided further that there is no undue interference with the Township work by such agents.
- F. The Township and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step.
- G. Employees are entitled to Union representation at each and every step of the grievance procedure.
- H. If a decision is not rendered with the time limits prescribed for decision at any step in the grievance procedure then the grievance shall be deemed to have been

denied.

ARTICLE XXI - UNION BUSINESS

- A. Whenever any employee of the Township who is a representative of the Union is mutually scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation leave.
- B. Paragraph A shall not be interpreted to require meetings to be held during work hours and there shall be no compensation for meetings other than during regular working hours.

ARTICLE XXII - EQUAL TREATMENT

- A. The Township and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.

ARTICLE XXIII - PROBATIONARY PERIOD

- A. All newly hired employees will be on probation for the first ninety (90) days of employment.
- B. Employees upon successful completion of the probationary period shall be entitled to full Union and Township benefits commencing after the ninety (90) day period.
- C. Probationary employees may be terminated at any time without cause.
- D. Time during the probationary period shall not count in calculating any benefits including vacation, sick time and personal days.

ARTICLE XXIV - GENERAL PROVISIONS

- A. The Union shall have the use of the employee bulletin board for the posting of notices relating to meetings and official business of the Union.
- B. It is agreed that representatives of the employer and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily grievances as such. Such meetings shall be initiated by written request of either party and a precise agenda shall be established.
- C. The Township shall be responsible for copying this Agreement within twenty (20) days of its having been signed by the parties.
- D. Township employees who are active members of the Downe Township Rescue Squad, Fortescue Fire Department, Newport Fire Department or Dividing Creek Fire Department may respond to an emergency call during regular work hours without any loss of pay, provided that if there are adequate other personnel of such squads able to respond, Township employees shall return to work.
- E. The employer shall provide the following uniforms to employees of the Road Department and the Convenience Center:
 - 1. Road Department:
 - a) Eleven (11) sets of uniforms bi-weekly;
 - b) The employer shall have the uniforms cleaned each week.
 - 2. Convenience Center:
 - a) Five (5) sets of uniforms;

- b) The employer shall have the uniforms cleaned each week;
 - c) Telephone for use only on the days the Convenience Center is working, for emergency use.
3. The following list of foul-weather gear shall be provided to employees of the Road Department and the Convenience Center:
- a) One (1) pair of rain boots;
 - b) One (1) set of rain gear;
 - c) Two (2) jackets.

Foul-weather gear shall be provided annually, if reasonably needed, and replaced during the year, if reasonably needed.

- F. Pro-ration under this agreement shall be based on the number of hours regularly worked per week as the numerator and the regular full time work week of that employee's department as the denominator.
- G. The term "day" under this Agreement means the specific employees working day.
- H. The Convenience Center telephone is for use only on working days, for emergency use.

ARTICLE XXV - SEPARABILITY AND SAVINGS

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

ARTICLE XXVI - JOB DESCRIPTIONS

Management reserves the management prerogative to include any reasonable work within an employees job description. Each employee will cooperate reasonably in providing written information regarding that employees job for purposes of preparing a job description. The employer will prepare the final job description.

ARTICLE XXVII - TERM AND RENEWAL

This Agreement shall be in force as of January 1, 2004 and shall remain in effect to and including December 31, 2006. This Agreement shall continue in full force and effect during the period of negotiations for a successor or agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at

the Township of Downe, New Jersey, this _____ day of _____, 2004.

TOWNSHIP OF DOWNE

ATTEST:

By: _____

By: _____

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

ATTEST:

By: _____
Council 71 Staff Representative

By: _____

By: _____
Local Representative

By: _____