

Contract no. 1588

LIBRARY
INSTITUTE OF MANAGEMENT

SEP 25 1992

AGREEMENT

THE AGREEMENT, made this 10TH day of October RUTGERS UNIVERSITY 1992, by and between the TOWNSHIP OF EWING, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as the "Employer," and CWA LOCAL 1032, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, (Clerical and Administrative hereinafter called the "Union").

WITNESSETH:

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties;

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

ARTICLE I

SECTION I:

RECOGNITION: The employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all its employees in the classifications listed under Appendix A attached hereto, and by reference made a part of this Agreement, and for additional classification as the parties may later agree to include.

SECTION II:

NO STRIKE CLAUSE: It is agreed that during the term of this Agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any strike slowdown, stoppage of work, boycott, picketing, or willful interference with production, transportation or distribution and that there shall be no lockout of employees by the Employer.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, forward copies of such order to the Employer and use every means at its disposal to influence the employees to return to work.

SECTION III

DUES AND DEDUCTIONS: The Union shall provide to the Employer in advance of each calendar year during the term hereof written notice of the amount of the annual regular Union dues to be

effective for the succeeding calendar year. To the extent not in conflict with applicable law, upon receipt of a lawfully executed written authorization from an employee to do so, the Employer shall deduct the entire regular Union dues of the employee from such employee's paycheck. It shall be a condition of employment that all employees eligible to become members of the Union, but who are not members of the Union, shall be required to pay to the Union an agency shop fee of 85% percent of the regular Union dues. Therefore, to the extent not in conflict with applicable law, the Employer shall deduct from the paycheck of an employee who does not provide to the Employer written authorization of deduct the entire regular Union dues an amount equal to 85% percent of such regular Union dues.

All deductions under this Section will be remitted by the Employer to the Union by the Employer sending the same by regular mail to the Communications Workers of America, AFL-CIO, 900 Brunswick Avenue, Trenton, New Jersey 08638, not later than the tenth (10th) day following the deduction from the employee's paycheck. Payroll deduction dues will be made by the Employer commencing with the first pay period following the completion of thirty (30) calendar days of employment by the employee with the Employer in a bargaining unit position. The amount of Union dues to be deducted and remitted monthly, and each monthly installment shall be in amount equal to one-twelfth (1/12th) of the annual, regular Union dues (or 85% percent thereof, as the case may be, as hereinabove provided).

Anything herein to the contrary notwithstanding, any authorization received by the Employer from an employee to withhold the full amount of regular Union dues from the employee's paycheck may be withdrawn by the employee at any time by filing a notice thereof with the Employer's disbursing officer. The filing of such notice of withdrawal shall be effective to halt deductions as of the July 1st next succeeding the date on which the notice of withdrawal is filed.

The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. This authorization may be withdrawn by such person holding employment at any time by filing of notice of such withdrawal with the public employer disbursing officer. The filing of notice of withdrawal shall be effective to halt deduction as of the July 1st next succeeding the date on which notice of withdrawal is filed.

SECTION IV:

SAVE HARMLESS CLAUSE: The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders of judgements brought or issued against the Township as a result of any action by the Township under the provisions of Article I.

SECTION V:

UNION REPRESENTATIVES: A. Representatives of the union, who are not employees of the Township of Ewing, shall be permitted on the premises of the employer for union business solely and by the international representative presenting himself to the present head of the department or his designee prior to the discussion of union business.

B. A steward shall be granted a reasonable amount of time during his working hours, without loss of pay, to present, discuss, and adjust a grievance with the Township. The steward shall notify his/her immediate supervisor and request permission to investigate any grievance. Such permission shall not be unreasonably denied.

SECTION VI:

EQUAL TREATMENT AND NONDISCRIMINATION: The employer and union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, sexual preference, religion, political affiliation, physical handicap, marital status, union membership or union activities. However, union and employer agree that an employee of the unit must be able to meet physical requirements of the position as set forth in the New Jersey Department of Personnel Job Description and any future revisions thereto.

The Township and the Union agree not to interfere with the right of employees to become or not to become members of the union and further that there shall be no discrimination or coercion against any employee because of union membership or non-membership.

SECTION VII:

UNION TRAINING: Provided twenty-one (21) calendar days advance notice is given by the Union to the Township each shop steward will be granted five (5) days leave of absence without pay for Union training during an agreement year. This will be subject to the Department head's approval, which will not be unreasonably withheld. In no event shall the number of days of training exceed fifteen (15) within a year.

ARTICLE II

MANAGEMENT RIGHTS: It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, select and direct the working forces, including the right to hire, suspend, or discharge for just cause, assign,

promote or transfer within the Department, to determine the amount of over time to be worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed within the union, maintenance, and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise except as they may be otherwise specifically limited in this agreement.

ARTICLE III

SENIORITY: A. Seniority is defined as an employee's continuous length of service with the Township, beginning with his latest date of hire.

B. **LOSS OF SENIORITY:** Continuous service for seniority purposes shall be broken for any of the following reasons:

1. Discharge for just cause.
2. Voluntarily quitting employment, where actual work time has been lost.
3. Failure to report as required following the expiration of an approved leave of absence, unless the employee has a justifiable reason for his inability to report.
4. Absence from work without reporting for five (5) consecutive working days unless reasonable and satisfactory excuse for not having notified the Township is presented.

C. **PROBATIONARY EMPLOYEES:** Newly hired employees shall be considered probationary employees for the first three (3) month period. Such employees may, during the probationary period, be terminated at any time without any recourse whatsoever. Upon completion of the probationary period, an employee's seniority shall be his/her date of commencement of employment, including the probationary period, for purposes of benefits.

D. **LAYOFF:** In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills, and abilities to perform whatever work may be available. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications and skills and abilities for the work available. The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position unless such employees on recall refuse to accept such employment.

E. In all applications of seniority under this Article where ability to perform work and physical fitness are equal as determined by the Township, seniority shall be given preference in promotions, layoffs, recall, vacation schedules and work shifts.

F. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts on a seniority basis only when vacancies occur or changes in the number of employees per shift are being made. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be permitted or required to wait longer than one (1) year to exercise his preference of shift over a less senior employee.

G. The Township shall maintain an accurate, up-to-date seniority roster showing such employees date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

H. The Township shall promptly advise the appropriate union representatives of any change which necessitate amendments to the seniority list.

ARTICLE IV

SECTION I: PAID LEAVES OF ABSENCE:

SICK LEAVE: A. Sick leave for permanent employees shall accumulate on the basis of one (1) day per month from the date of hire until the expiration of one (1) full year of employment of said employee, and thereafter fifteen (15) days per year. Sick leave for provisional and temporary employees shall accumulate on the basis of one (1) day per month or twelve (12) days per year.

~~Sick days are credited to all permanent employees in advance on January 1st of each year. However, it must be understood that these days are credited anticipating the employee will work the full twelve (12) months during the year.~~

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B. 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 purpose.

C. If any employee is absent for reasons that entitled him to sick leave, his supervisor or his designee shall be notified prior to the employee's starting time or in conformance with department regulations.

D. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear

reasonable. Abuse of sick leave shall be cause for disciplinary action.

E. Sick leave credits shall continue to accrue while the employee is on any leave with pay. Credits shall not accrue while an employee is on any leave without pay, except military leave.

F. 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, not work connected.

G. Permanent employees will be permitted to use his/her sick leave for emergencies incurred by members of his/her immediate family in accordance with Civil Service regulations and Civil Service definitions; definition of immediate family as set forth by Civil Service.

H. **SICK TIME POLICY:** All requests for sick time off must be called into the office prior to the start of the regular work day for that department. Failure to call in or give appropriate notification may result in disciplinary action. Continued neglect of this requirement will result in suspension or termination.

Sick days are credited to all permanent employees in advance of January 1st of each year, however, it is understood they are credited anticipating the employee will work the full twelve (12) months during the year. If the employee does not work twelve months during the year, sick leave will be pro-rated accordingly.

If an employee is absent for reasons that entitle him/her to sick leave, it is understood by the Township that he/she will be at home and if for some reason the employee must leave his/her home the employee must advise the Department Head or his/her designee of the phone number at which the employee can be reached.

Sick leave is not to be used for personal business and when same is improperly used, the employee will be subject to disciplinary measures which could result in his/her removal.

The appointing Authority and/or Department Head or his/her designee may require proof of illness of employee on sick leave, whenever such requirements appear reasonable. This will be at the discretion of the Department Head. Abuse of sick leave shall be cause for disciplinary action. Proof of illness must be documented by a certified physician with his/her signature.

SECTION II:

BEREAVEMENT LEAVE: A. In the event of the death of a member of the immediate family of any employee covered by this agreement, the immediate family being Mother, Father, Sister, Brother, Spouse, Child, Mother-in-Law, Father-in-Law, and other relatives who are

living in the household of the employee at the time of their death, said employee shall be excused from work from the date of death until the day of burial inclusive. The employee will be paid his hourly rate of pay for any such days of excused absence which occur during his normal workweek, but in no event more than eight (8) hours for any one (1) day.

B. In the event of the death of an employee Brother-in-Law, Sister-in-Law, Aunt, Uncle, Grandmother, or Grandfather, the employee will be excused for the day of the funeral with pay if he is scheduled to work.

C. It is intended that the above payment be made for such period only that the employee would actually have been working to the end that an employee will either receive the death benefits hereunder or holiday pay, vacation pay, military pay, jury duty pay, or disability benefits as the case may be. The above provision is intended to mean to attend the funeral of the immediate family as specified above. However, if a member of the family is buried outside the United States and the employee does not attend, then one (1) day's funeral pay will be paid.

D. Employees will be required to submit proof of death for the purpose of receiving payment under Section B and C.

SECTION III:

OCCUPATIONAL INJURY LEAVE: A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of injury, when substantiated by the Township Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Worker's Compensation paid under the New Jersey Worker's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one hundred eighty (180) working days from the date of injury.

In the event that an injured employee receives temporary disability under worker's compensation during the course of the aforementioned one hundred eighty (180) working days, he/she is to endorse said draft payable to the Clerk of the Township of Ewing. Said tender of draft to the Township of Ewing will be in way of reimbursement to the aforementioned Township toward payment to the injured employee's full salary during the course of the one hundred eighty (180) working day period. In the event that the injured employee does not endorse and turn over the aforementioned draft to the Township Clerk, he/she shall not then receive full pay but only the difference between the compensation pay and his/her full pay during the one hundred eighty (180) working day period of time.

B. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

SECTION IV:

MILITARY LEAVE: An employee may be granted a leave of absence up to two (2) weeks to complete his/her military obligation. The Township will make up a difference in pay which the employee receives from the military and his/her regular pay.

SECTION V:

JURY DUTY LEAVE: In the event that an employee is called to jury duty, the employee will be granted time off as the court requires. Their absences from work will not be counted against their regular vacation period or sick leave accumulation. The employee will be paid only from the time required to serve on jury duty, and if there are times the employee is not scheduled for jury duty, then and in that case, must report for work. All requests for jury duty leave must be filed with the Department Head prior to the leave. If the employee is released from jury duty on or before 10:30 a.m. on any morning, he/she is to return to work immediately after the lunch period.

SECTION VI:

NON-PAID LEAVE OF ABSENCE: A. All other leaves of absence without pay shall be at the discretion of the Township.

B. Employee returning from authorized leaves of absences as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided however, that sick leave and vacation leave and longevity credits shall not accrue with the exception of those on military leave.

MATERNITY LEAVE PROVISION

SECTION VII:

MATERNITY LEAVE; Female employees shall advise the Employer in writing of a pregnancy. The rights of a female employee shall include, but shall not be limited to, the following provisions:

A. In addition to the other provisions of this Article, the female employee shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.

B. In addition, a female employee with one (1) year or more of service shall be granted, on thirty (30) days written notice, maternity leave without pay for up to six (6) months duration and shall be returned to work without loss of prior seniority, or prior benefits, provided that she notifies the business administrator of the Township in writing no later than after three (3) months of leave that she intends to return to work.

C. The female employee shall be entitled to all benefits normally provided to employees pursuant to this Article, consistent with applicable laws and regulations relating to employee benefits.

D. Upon return to work, the female employee shall be entitled to be placed in the same position which she held before departing on maternity leave.

ARTICLE V

GRIEVANCE PROCEDURE: Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

STEP 1. The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days. However, in the event that the employee has a grievance against his/her supervisor, STEP 1 may be waived and the employee may proceed immediately to STEP 2. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence, it shall be deemed abandoned.

STEP 2. If the grievance has not been settled, it shall be presented in writing to the department head within five (5) working days after the supervisor's response is due. The department head shall respond to the steward in writing within three (3) working days. If the grievance is not presented in writing in accordance with this stipulation within five (5) working days, it shall be deemed abandoned.

The employee may be represented by a steward, the unit union president or his designee. Time lost from work to process grievances, and such discussions or meetings by the grievant, steward and unit president or his designee will result in no loss of pay.

STEP 3. If the grievance still remains not settled, it shall be presented to the Business Administrator in writing within seven

(7) working days after the response of the department head is due. The Business Administrator will hold a hearing within ten (10) working days of receipt of presentation of the grievance to him. The Business Administrator shall respond in writing within five (5) working days. If the grievance is not presented in writing, in accordance with this provision within seven (7) working days, it shall be deemed abandoned.

The employee may be represented by a steward, the bargaining unit president or his/her designee, and a representative of CWA. Time lost from work to process grievance, and such discussions or meetings by the grievant, steward and bargaining unit president or his/her designee will result in no loss of pay.

STEP 4. If the grievance still remains not settled, it shall be presented to the Township Committee, in writing, within seven (7) working days after the response of the Business Administrator is due. The Township Committee shall respond within thirty (30) days. Any grievant may request that the Township Committee conduct its hearing in private in accordance with the Open Public Meeting Act Law. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) working days, it shall be deemed abandoned.

STEP 5. If the grievance still remains not settled, the union may within fifteen (15) days after the reply of the Township Committee is due, by written notice to the Township Committee, request advisory non-binding arbitration. In the event advisory, non-binding arbitration is not requested within fifteen (15) days, the grievance shall be deemed abandoned, and the matter may not then thereafter be arbitrated.

The advisory, non-binding arbitration proceedings shall be conducted by an impartial arbitrator to be selected by the employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name, the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the impartial arbitrator shall be non-binding and advisory to both parties. The impartial arbitrator shall be requested to issue his decision within thirty (30) days after conclusion of testimony and argument and upon his closing of the matter.

The expense for the arbitrator's services shall be borne equally by the employer and the union. If either party desires a

verbatim record of the proceedings it may cause the same to be made, providing it pay for the record and makes a copy available, without charge, to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for advisory, non-binding arbitration shall be those arising out of the meaning, application and interpretation of the provisions of this agreement. Nothing in the foregoing shall be construed to empower the impartial arbitrator to make any award amending, changing, subtracting from or adding to the provisions of this agreement.

It is understood and agreed that the subject of general wages shall not be subject to advisory, non-binding arbitration.

It is intended by this provision to give an employee the option to appeal his case under the Civil Service Rules and Regulations and through Civil Service procedures or advisory, non-binding arbitration, but not both. It is not intended to change, modify, or alter in any fashion the Civil Service rules and regulations, but in effect only to give additional alternative remedy to any employee. A grievant may elect to proceed under either advisory, non-binding arbitration or Civil Service, not both.

ARTICLE VI - HOURS OF WORK

SECTION I:

WORK WEEK: The work week shall consist of five (5) consecutive, six and one half (6 1/2) hour days, Monday through Friday, or eight (8) hour days inclusive, except for employees in six (6) day operation.

Shift employees will work according to shift schedule set forth by department.

SECTION II:

WORK SCHEDULE: Work schedules showing the employee's shifts, workdays, and hours of work shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

SECTION III:

OVER TIME: Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hour;

- A. **Daily** - All work performed in excess of eight (8) hours in any twenty-four (24) hour period.
- B. **Weekly** - All work performed in excess of forty (40) hours.
- C. All work performed on the sixth work day of any work week, provided the employee has worked a total of thirty-five (35) hours.
- D. All work performed on a holiday shall be paid at time and one-half plus holiday pay.
- E. For purposes of computing over time, sick time and vacation time will be construed as days worked.

SECTION IV:

PAY SCALES OR RATES OF PAY: The pay scales for all employees covered by this agreement shall be as set forth in Appendix A attached.

Any employee who performs work in a higher paid classification other than his own for at least four (4) consecutive hours shall be paid at the rate of the higher classification when authorized by his immediate supervisor for the time actually worked in higher classification.

ARTICLE VII

HOLIDAYS:

- A. There shall be fourteen (14) paid holidays annually during the term of this agreement. The following days will be recognized as holidays under this agreement:
 - 1. New Year's Day
 - 2. Martin Luther King
 - 3. Lincoln's Birthday
 - 4. Washington's Birthday
 - 8. Labor Day
 - 9. Columbus Day
 - 10. General Election Day
 - 11. Veteran's Day

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| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Day After Thanksgiving |
| 7. Independence Day | 14. Christmas Day |

B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. Or in the event the Township has to change the date to comply with State or County it will be celebrated on the date that Ewing Township sets forth.

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C. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. Employees scheduled Tuesday through Saturday, who may lose a day off as a result of this provision, shall be given a mutually agreeable day off at another time. In the event the Township has to change the date to comply with State or County, it will be celebrated on the date that Ewing Township sets forth.

D. In order to qualify for holiday pay, employees must work his/her scheduled workday immediately preceding and his/her scheduled workday immediately following the holiday unless on an excused absence.

E. Permanent employees with four (4) or more consecutive months seniority are eligible for holiday pay.

F. Employees who are on leave of absence without pay, will not be eligible for holiday pay.

ARTICLE VIII

VACATIONS:

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

with pay shall be granted to employees as follows:

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

.....	1 day p/month
(1) year through (5) years.....	14 days p/yr
(6) years through (11) years.....	17 days p/yr
(12) years through (17) years.....	22 days p/yr
(18) years and over.....	23 days p/yr
(19) years and over.....	24 days p/yr
(20) years and over.....	25 days p/yr

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

Notwithstanding the above schedule, in the year in which an employee receives an additional number of vacation days, those additional days shall be prorated from the employee's anniversary date that year through the end of the calendar year. The employee will receive the pro-rated additional vacation entitlement on his/her anniversary date of hire, and will be allowed to take said additional vacation days within that calendar year. (Example: An employee who reaches his/her 6 year anniversary date on July 1st will be entitled to an additional 1 1/2 days to be used between July and December.)

- B. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.
- C. Vacation allowance must be taken during the current calendar year at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure at work. Any unused vacation may be carried forward into the next succeeding year only.
- D. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return, and for the year preceding, providing the latter can be taken during the year of return.

- E. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.
- F. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his/her salary rate at the time of his/her death.
- G. Vacation leave credit shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except military leave.
- H. Employees called back to work while on vacation shall receive double time for that time.
- I. A permanent employee is permitted to carry over one-half of his/her unused vacation into the following year solely, subject to the approval of the department head, said approval not to be unreasonably withheld. It is understood between the parties that the unused vacation cannot be carried over for more than one year.
- J. Employee's are required to submit requests for vacation leave no later than April 15 of each calendar year. Requests received after April 15 of each calendar year are at the discretion of the employer and will not be based on seniority.

ARTICLE IX

GENERAL PROVISIONS

A. **BULLETIN BOARDS:** The employer agrees to make available a bulletin board in a common area of the Municipal Building. The said bulletin board shall be used for posting of the following notices; union meetings, union elections and returns, union appointments to office and union recreational or social affairs.

B. If any provision of this agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect during the duration of this agreement. The parties agree immediately to negotiate a substitute for the invalidated parties thereof.

C. Proposed modifications, changes, or new rules and regulations will be discussed by the members of the bargaining unit and the respective departments prior to formal adoption. Members of the respective units may further make recommendations with regard to the aforementioned proposed modifications, changes or new rules ~~not~~ regulations to the respective departments.

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D. **LONGEVITY:** Employees of the Township shall be paid in addition to their salaries, longevity pay on completion of the years of service as of the anniversary date of hire as listed below;

5 years.....	\$ 540 annually
10 years.....	\$ 740 annually
15 years.....	\$ 940 annually
20 years.....	\$1,140 annually
24 years.....	\$1,540 annually
30 years.....	\$1,940 annually
35 years.....	\$2,340 annually

All employees who have completed the above required years of service during any quarter of the calendar year shall be paid at the beginning of the next quarter the prorated sums of longevity as set forth in the schedule herein above.

Full longevity shall be paid to full time permanent employees only and the amount to be paid shall be based on the years of continuous service with the Township. A part-time employee will receive pro-rated longevity pay, based on the number of continuous years of service with the Township in an amount equal to that amount scheduled above with respect to full-time employees of the Township, multiplied by a fraction, the numerator of which is equal to the average number of hours worked per week by the employee during the five year period immediately preceding the applicable longevity pay years of service anniversary date for such employee for purposes of the above schedule, and the denominator of which is the number of hours of work per week applicable to full-time employment for the part-time employee's position.

The aforementioned longevity payments will be distributed to the employee on a prorated basis in their bi-weekly salary payment from the Township during the course of the year. In other words, the employee in each of his checks from the Township will receive

one-twenty-sixth (1/26th) of the longevity due him/her with the exception of over time hours.

E. CLASSIFICATION AND JOB DESCRIPTION: The classification for employees covered by this agreement are attached hereto as Appendix A and by reference are made a part of this agreement.

If during the term of this agreement the Township determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay therefore, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to the grievance procedure commencing with Step 3 of this agreement.

F. LATENESS AND ABSENCE: Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent.

If the employee does not call in, he will not be paid for the period unless circumstances beyond his control preclude his call. Excessive lateness and unjustified absence shall be cause for suspension or termination.

G. CONTRACTING WORK OUT: The employer shall have the right at its discretion to apportion work by contract or sub-contract to others as it may see fit in order that the services which have to be performed by the employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or sub-contracting of work performed by the Township employees shall not result in a mass lay-off of said employees covered by this agreement.

H. REPORT TO WORK PAY: An employee called to work after hours will get a minimum of one hour pay for being called to work. After the first hour he will be paid for the actual time worked.

I. DEPUTY COURT CLERK: The Deputy Court Clerk shall be compensated at his/her rate of pay for performing job related duties at home for actual time spent.

J. GAS ALLOWANCE: Gas allowance may be provided to those employees who are required to use their personal vehicle for assigned Township business.

Township employees may receive a specified gas allocation of \$.21 cents per mile for use of their own personal vehicle for Township business. Employees may also be provided with a Township vehicle upon request of their Department Head and authorization of the Township Administrator or Township Committee.

ARTICLE X

INSURANCE AND RETIREMENT BENEFITS:

A. The employer agrees to provide retirement benefits in accordance with applicable New Jersey Statutes.

B. **PRESCRIPTION PLAN:** The Township of Ewing will provide a prescription drug provision program. The premium for said program shall be administered by the Township of Ewing. The drug prescription program shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by a competent medical authority for federal legend drug shall be paid for by the carrier subject to a deductible provision which shall not exceed \$3.00 per prescription and further subject to specific procedural and administrative rules and regulations which are part of the program.

Each employee shall be provided with an authorization and identification card, a list of the participating pharmacies in the program, and brochure describing the details of the program.

C. **BLUE CROSS/BLUE SHIELD:** The employer will provide Blue Cross and Blue Shield (or any qualified state health benefit plan offered by the Township of Ewing) coverage for a permanent employee and his dependents, the dependents as defined in the State of New Jersey Health Benefits program during employment and after the permanent employee has retired, up to the date of the retired employee's death, provided said permanent employee retired after twenty-five (25) years or more of service credited in such retirement system, or those permanent employees who retired on disability pension based on fewer years of service credited in such retirement system and must meet all other criteria as set forth by Chapter 88.

D. **OPTICAL PLAN:** Permanent employees covered by this agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bills:

Full time employees and eligible dependents as defined shall be eligible for a maximum payment of \$105.00 or the cost, whichever is less, of an eye examination by an ophthalmologist or an Optometrist and the cost of prescription optical lenses, with not more than one (1) payment per individual every two and one-half (2-1/2) years.

The employee and his dependents (as set forth in the State of New Jersey Health Benefit Program Act) will be eligible for the benefit after the permanent employee has been continuously employed for a minimum of ninety (90) days.

E. DENTAL PLAN: Upon execution of this agreement by all parties, the Township of Ewing will provide certain dental benefits to all eligible unit employees and their eligible dependents, as set forth previously. There shall be a total \$50.00 dental deductible per year for the eligible employee and his eligible dependents. The Township will pay a total maximum for dental services for the eligible employee and his eligible dependents in the sum of \$750.00 for the period 1/1/91 thru 6/30/92 above the \$50.00 deductible for 18 months for dental services. The Township will pay a total maximum for dental services for the eligible employee and his eligible dependents in the sum of \$500 for the period 7/1/92 thru 6/30/93. The employee must submit paid receipts for all dental services incurred, and must complete and sign vouchers for the dental services to qualify for payment by the Township of Ewing.

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

Examples: (1) For the period 1/1/91 thru 6/30/92 and fiscal year 1991 - 1992 the eligible employee and his eligible dependents incurred and expended a total sum of \$300.00 towards dental services; the employee would receive \$250.00 from the Township of Ewing.

(2) For the period 1/1/91 thru 6/30/92 and fiscal; year 1991 - 1992, the eligible employee and his eligible dependents incurred and expended a total sum of \$900.00 for dental services; the employee would receive a total sum of \$750.00 from the Township of Ewing.

(3) For the period fiscal year 1993 (7/1/92 - 6/30/93) the eligible employee and his eligible dependents incurred and expended a total sum of \$300.00 for dental services, the employee would receive a total sum of \$250.00 from the Township of Ewing.

(4) For the period fiscal year 1993 (7/1/92 - 6/30/93) the eligible employee and his eligible dependents incurred and expended a total sum of \$900.00 for dental services, the employee would receive a total sum of \$500.00 from the Township of Ewing.

Anything herein to the contrary notwithstanding, only one dental benefit per family shall be provided by the Township hereunder in the event that any two or more persons in the same family shall be employed by the Township.

ARTICLE XI

ACCESS TO PERSONNEL FOLDER AND EVALUATION:

A. An employee shall within five (5) working days of written request to the personnel department have an opportunity to review his or her personnel folder in the presence of an appropriate official of the personnel department to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the Township during the term of this agreement. He/she shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in his/her file.

B. Each regular written evaluation of work performance may be reviewed with the employee and the employee may place his or her signature or not place his or her signature on the evaluation form. Such signature does not mean agreement with the contents of the evaluation unless such agreement is stated thereon.

ARTICLE XII

PERSONAL DAYS:

Employees covered by the provisions of this agreement, shall be entitled to three (3) days per year leave of absence with pay for personal business. Said leave shall not be taken unless 48 hours notice thereof has been given the employee's supervisor. In the event that less than 48 hours notice is given said leave may be taken only upon authorization by said supervisor. The Township reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

ARTICLE XIII

POSTING OF JOBS:

All positions within the Township that become available through vacancy due to retirement, promotions, reclassifications, etc. will be posted in all work locations on the bulletin boards. The posting will include a description of the job, any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making applications and said application must be made within five (5) working days of posting. A copy of the posting will be given to the union president.

ARTICLE XIV

WORK UNIFORMS:

- A. Nurses' clothing allowance shall be \$150.00 for the period 1/1/91 thru 6/30/92 and \$125.00 for the period 7/1/92 thru 6/30/93.
- B. Animal Control Officers' clothing allowance shall be \$300.00 for the period 1/1/91 thru 6/30/92 and \$200.00 for the period 7/1/92 thru 6/30/93.
- C. Civilian Dispatchers', who are required to be in uniform, clothing allowance shall be \$350 for the period 1/1/91 thru 6/30/92 and \$325 for the period 7/1/92 thru 6/30/93.
- D. Clothing allowance shall be paid half on the first pay check of each of the above two periods and the other half mid-way through such periods.
- E. Employees may ask the Township Business Administrator for a uniform replacement if they have spent their allowance on new uniforms and their uniform is ruined in the line of work.

ARTICLE XV

UNUSED SICK LEAVE-RETIREMENT:

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

The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employees daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation shall exceed twelve thousand (\$12,000.00) dollars. This supplemental compensation shall be paid in a lump sum within 60 days after the effective date of retirement. However, if the employee has failed to notify the municipality in writing at least six (6) months prior to the employee's effective date of retirement of the employees intent to retire, the accumulated sick time buy-back will be paid in the following calendar year.

ARTICLE XVI

WAGES:

A. For the period 1/1/91 thru 6/30/91, employees covered by this agreement shall receive a 3% increase over their 1990 wage.

B. For the fiscal year 1991-1992, employees covered by this agreement shall receive a 4.5% increase over their first half 1991 wage.

C. For the period 7/1/92 to 12/31/92 employees covered by this agreement shall receive a 4% increase over the fiscal year 1991-1992 wage.

D. For the period 1/1/93 to 6/30/93 employees covered by this agreement shall receive a 4.5% increase over their second half 1992 wage.

E. Effective 1/1/93 the minimum salary for current employees with 18 months seniority will be \$14,000 and for employees with 24 months seniority the minimum salary will be \$15,000.

F. Current employees must have been employed for 4 months to be eligible for the above wage increases.

ARTICLE XVII

TERM OF CONTRACT:

This agreement shall be effective as of the first day of January, 1991, and shall remain in full force and effect until midnight on June 30, 1993. Negotiations concerning any renewal or replacement for the fiscal year 1993-1994 shall commence on March 1, 1993, by and between the parties hereto by notice by either served, regular mail, upon the other.

ARTICLE XVIII

SEPARABILITY AND SAVINGS:

If any provision of this agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this agreement shall not be affected thereby and shall continue in full force and effect. The parties agree

immediately to negotiate a substitute for the invalidated provision.

IN WITNESS WHEREOF, we have hereunder set our hand and seals the date and year first herein above written.

WITNESS:

James A. Andy

TOWNSHIP OF EWING:

Fred R. Walters

WITNESS:

FOR THE UNION:

James J. Jordan
Albert T. Bell
Gloria German
Beverly A. Ray
Charles A. Krosinski
Rosemarie Fellegino

APPENDIX A

CLASSIFICATION OF EMPLOYEES AND SALARY RANGES

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Clerk Typist	\$12,505	\$20,080
Clerk Typist P/T	\$ 6,641	\$ 8,281
Senior Clerk Typist	\$13,302	\$21,361
Principal Clerk Typist	\$14,103	\$22,646
Telephone Receptionist/Typist	\$12,505	\$20,080
Clerk Stenographer	\$13,302	\$21,361
Senior Clerk Stenographer	\$14,103	\$22,646
Principal Clerk Stenographer	\$14,830	\$23,814
Account Clerk	\$13,302	\$21,361
Senior Account Clerk	\$14,103	\$22,646
Principal Account Clerk	\$14,830	\$23,814
Motor Vehicle Handicapped Driver	\$15,000	\$16,772
Dog Warden	\$18,000	\$24,627
Dog Warden P/T	\$ 9,800	\$11,909
Building Inspector	\$25,000	\$27,954
Fire Prevention Inspector	\$18,000	\$28,265
Fire Protection Inspector	\$18,000	\$24,534
Sanitary Inspector	\$18,000	\$32,542
Radio Dispatcher/Sr. Cit. P/T	\$ 6,500	\$ 6,955
Communications Operator	\$19,000	\$24,749
Public Health Nurse	\$18,000	\$25,951
Public Health Nurse P/T	\$12,000	\$18,835