

Contract no. 279

T

A G R E E M E N T

BETWEEN

TOWNSHIP OF SOUTH BRUNSWICK

and

CWA LOCAL 1032

January 1, 1992 through December 31, 1994

Law Offices
RUDERMAN & GLICKMAN
56 Park Place
Newark, New Jersey 07102
(201) 624-7755

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| PREAMBLE | 1 |
| ARTICLE II - MANAGEMENT RIGHTS | 2 |
| ARTICLE III - MAINTENANCE OF WORK OPERATIONS | 4 |
| ARTICLE IV - GRIEVANCE PROCEDURE/DISCIPLINE | 6 |
| ARTICLE V - SALARIES/LONGEVITY | 11 |
| ARTICLE VII - VACATIONS | 14 |
| ARTICLE VIII - SICK LEAVE | 16 |
| ARTICLE IX - FUNERAL LEAVE | 22 |
| ARTICLE X - INSURANCE | 23 |
| ARTICLE XI - HOLIDAYS | 25 |
| ARTICLE XII - WORK-INCURRED INJURY | 26 |
| ARTICLE XIII - MILITARY LEAVE | 27 |
| ARTICLE XIV - LEAVE OF ABSENCE WITHOUT PAY | 28 |
| ARTICLE XV - MISCELLANEOUS PAID LEAVE. | 29 |
| ARTICLE XVI - DISCRIMINATION AND COERCION | 31 |
| ARTICLE XVII - PROBATIONARY PERIOD | 32 |
| ARTICLE XVIII - SEPARABILITY AND SAVINGS | 33 |
| ARTICLE XIX - EDUCATION | 34 |
| ARTICLE XX - OUTSIDE EMPLOYMENT | 36 |
| ARTICLE XXI - CLOTHING & UNIFORMS. | 37 |
| ARTICLE XXII - OVERTIME. | 38 |
| ARTICLE XXIII - PERSONNEL FILE. | 39 |
| ARTICLE XXIV - DEDUCTIONS FROM SALARY. | 41 |

| | |
|---|----|
| ARTICLE XXV - AGENCY SHOP. | 43 |
| ARTICLE XXVI - UNION RIGHTS. | 46 |
| ARTICLE - FULLY-BARGAINED AGREEMENT | 49 |
| ARTICLE XXVII - DURATION | 50 |

PREAMBLE

A. This agreement entered into this day of 1992, by and between Township of South Brunswick in the County of Middlesex, hereinafter called the "Employer", and CWA Local 1032 duly appointed representative hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Employer and the Union.

ARTICLE II
MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and 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 and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to make job descriptions, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required. The Township agrees to meet and confer with the Union on the subject matter of this paragraph.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective

operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, to promote, transfer, assign or retain employees.

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

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

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

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

ARTICLE III

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.

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

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

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union by its members. Union compliance with Paragraph C will be considered by the Court in assessing damages, if any, against the Union.

ARTICLE IV

GRIEVANCE PROCEDURE

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

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

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

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

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

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

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

rules and procedures of PERC. Simultaneously, with application to PERC, the Union will send notice to the employer of its arbitration petition.

- a. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
- b. The decision of the Arbitrator shall be binding upon the employer and the Union and the employee.
- c. The parties may direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- d. The costs for the services of the arbitrator shall be borne equally by the Union and the Employer. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- e. The arbitrator shall be bound by the provisions of this Agreement and the 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 any

way the provisions of this Agreement or any amendment or supplement thereof.

- f. Upon prior notice of the authorization of the Township Administrator, the designated Union Representative shall be permitted as a member of the Grievance Committee to confer with employees on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees subject to Article XXVI, Paragraph C.
- g. Only one (1) issue at a time may be submitted to a single arbitrator.
- h. The Union may not withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings except with prejudice, unless the Employer shall consent that such withdrawal of discontinuance is without prejudice.
- i. Grievance resolutions or decisions at Step One through Step Three shall not constitute a precedent in any arbitration or other proceeding unless a specific Agreement to that effect is made by the Township and the Union.

E. Upon prior notice and authorization of the Township Administrator, the designated Union Representative shall be

permitted as a member of the Grievance Committee to confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

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

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

ARTICLE V

SALARIES/LONGEVITY

A. Longevity

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

- a. After completion of five (5) years through ten (10) years - Six Hundred Dollars (\$600) per year. (\$650 effective 1/1/93)
- b. After completion of ten (10) years through fifteen (15) years - One Thousand Dollars (\$1,000) per year.
- c. After completion of fifteen (15) years through twenty (20) years - One Thousand Five Hundred Dollars (\$1,500) per year.
- d. After completion of twenty (20) years through twenty-five (25) years - Two Thousand Dollars (\$2,000) per year.
- e. After completion of twenty five (25) years through thirty (30) years - Two Thousand Five Hundred Dollars (\$2,500) per year.

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

| | |
|--|-------------------------------|
| After completion of 3 years | 2% |
| After completion of 5 years | 4% |
| After completion of 8 years | 6% |
| After completion of 11 years | 8% |
| After completion of 15 years | 10% up to a cap of \$5,000 |

3. Such payments shall be prorated in paychecks.

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

5. "Continuous employment service" shall mean continuous employment by the Township and/or such other employment without breaks in service from year to year, except for annual vacation, earned sick leave, extended sick leave, service in the Armed Forces of the United States, any period the employee was not engaged on active duty as a result of a pending or finally determined disciplinary action, lay-offs, time off as may be particularly specified in this Agreement and authorized paid leave of absence up to one (1) year. The period of a lay-off shall not constitute a break in service, but the period of lay-off shall not be credited to the employee record for all related benefits.

B. Salaries

1. Effective January 1, 1992, a 5.5% increase will be granted to each member of the bargaining unit.

2. Effective January 1, 1993 a 5.5% increase will be granted to each member of the bargaining unit.

3. Effective January 1, 1994 a 4.375% increase will be granted to each member of the bargaining unit.

C. Merit

1. All employees not at maximum salary within their job classification shall receive a merit increase of up to \$875.00 in 1992 (minimum \$437.50 based upon satisfactory review) in addition to the negotiated increase. A copy of these standards for merit

increases will be given to each employee. The merit figures will be \$850 maximum, \$425 minimum based upon satisfactory review in 1993 and \$750 maximum, \$425 minimum based upon satisfactory review in 1994.

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

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

D. Shift Differential

1. The dispatch supervisor only on duty during the A shift shall be entitled to rate differential increase of 40 cents for each hour actual worked and 30 cents for each hour worked on the C shift. It is specifically understood that such employee is eligible for such benefit only when he/she is assigned to that shift not when he/she volunteers.

ARTICLE VII

VACATIONS

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

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

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

a. From five (5) years of service to completion of ten (10) years - seventeen (17) days

b. From completion of ten (10) years to completion of fifteen (15) years - nineteen (19) days

c. From completion of fifteen (15) years to completion of twenty (20) years - twenty-one (21) days

d. From completion of twenty (20) years to completion of twenty-five (25) years - twenty-three (23) days

e. From completion of twenty-five (25) years on-
twenty five (25) days

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

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

D. Any employee who is on a leave of absence for more than thirty (30) work days (i.e., workman's compensation or unpaid leave) shall have his vacation leave for the year prorated for the time absent.

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

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

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

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

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

J. Vacation shall be prorated during first and last year's service.

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

ARTICLE VIII

SICK LEAVE

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

All full-time permanent employees covered by this Agreement shall be granted sick leave with pay in the amount of one (1/4) working days for every month of service during their first calendar year of service. New employees hired between the first and fifteenth of the month shall earn one and one quarter (1 1/4) days of sick leave for the first calendar month of their employment. New employees hired after the sixteenth of the month shall begin accruing sick leave as of the next calendar month. On January 1 of the next calendar year and on January 1 of every succeeding calendar year, the employee shall accrue fifteen (15) working days. Should the employee leave prior to the end of the year and have taken more than one and one quarter (1 1/4) days a month minus accrued time, then any excess time taken shall be deducted from employee's last pay check. If no monies are owed

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

C. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Such requests shall not be arbitrary nor capricious. Abuse of sick leave shall be cause for disciplinary action.

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

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

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

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

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

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

2. When the Department Head is unable to contact the employee after a reasonable effort has been made and without the employee not having a reasonable explanation for this.

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

I. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

J. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

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

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

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

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

receipt or denial of such benefits. Paragraph H is not applicable to this paragraph. For example, if an employee is receiving 50% of normal salary, 1/2 sick day shall be allocated for absent day. The smallest portion of a sick day to be pro-rated is 1/4 day.

O. Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.

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

Q. The Sick Leave Incentive Plan described in the Personnel Policy and Procedures Manual (PPPM) shall continue in effect during the life of this contract with the following revisions:

1. If an employee has accumulated fifty (50) days of sick leave as of December 31, then the next year he/she has the option of selling the unused days, over fifty (50), back to the Township at the rate of Forty Dollars (\$40.00) per day.

2. If an employee uses less than seven (7) sick days per year he/she will be reimbursed at the rate of Ten Dollars (\$10.00) per day for every unused sick day earned that year. However, if the employee uses three (3) sick days or less he/she will be reimbursed at the rate of Fifteen Dollars (\$15.00) for every unused sick day earned that year.

R. Employees shall receive fifty (50) percent of the total sick leave benefits accrued at the time of retirement, or layoff caused by a reduction in work force. The total amount cannot exceed \$20,000.00. An employee who resigns for reasons other than being discharged or pending disciplinary action is entitled to 25% of accumulated sick time if he or she has less than five (5) years of continuous service or 33% of accumulated sick time if he or she has five (5) or more years of continuous service, and 50% of accumulated sick leave if he or she has ten (10) or more years of continuous service.

S. The incentive plan is only applicable to the fifteen (15) allotted sick days.

T. In the event of the death of any employee, the designated beneficiary of the employee or his/her estate shall receive one hundred percent (100%) of the accumulated sick leave, not to exceed the maximum award for sick leave of Twenty Thousand Dollars (\$20,000.00).

ARTICLE IX

FUNERAL LEAVE

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

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

C. After the expiration of the bereavement leave the employee has the option of using accumulated vacation and personal days in order to extend his/her time off, due to extenuating circumstances resulting from the death of a spouse or child. If the employee has four or less days remaining he/she shall have the right to charge against next year's vacation and personal days entitlement, as selected by the employee upon application for same.

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

ARTICLE X

INSURANCE

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

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

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

D. Effective upon renewal of Township prescription plan, the co-pay shall be increased from \$1 to \$3. Generic co-pay shall remain less than name brand co-pay.

E. The Township shall provide Retiree Medical Benefits for the Retiree and family after 25 years of service within PERS/PFRS with at least 15 years of service with the Township and/or ordinary and accidental disability retirement until the employee is eligible for medicare. If the employee retires with 30 years service within PERS with a minimum of 15 years service with the Township, the employee shall receive prescription and dental insurance also until eligible for medicare. If an employee dies

"off the job", the family shall received medical insurance coverage for a period of five years or until the spouse remarries or obtains employment which provides medical insurance coverage. If the employee dies on the job, the family shall receive 10 years medical insurance until the spouse gets other employment which provides medical insurance coverage. Upon eligibility for Medicare the Township will pay for a supplemental Medicare policy only.

ARTICLE XI

HOLIDAYS

A. The Township hereby designates the following holidays:

New Year's Day

Martin Luther King Day

Floating Holiday as designated by Township Committee

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Election Day

Thanksgiving Day

Friday Following Thanksgiving

Christmas Day

B. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

C. Should an official holiday occur while an employee is on sick or vacation leave the employee shall not have that holiday charged against sick or vacation leave.

ARTICLE XII

WORK-INCURRED INJURY

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

ARTICLE XIII

MILITARY LEAVE

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

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

C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as his recovery occurs within two (2) years from the date of discharge.

ARTICLE XIV

LEAVE OF ABSENCE WITHOUT PAY

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

ARTICLE XV

MISCELLANEOUS PAID LEAVE

A. Personal Days

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

2. Probationary employees shall accrue one (1) personal day for every four (4) complete months of service, and shall continue to accrue personal days on this same basis after they are made permanent until the end of the calendar year in which they became a permanent employee. Thereafter, they shall accrue personal days pursuant to Section A1 above. Probationary employees shall be entitled to use accrued personal days during their probationary period.

B. Jury Leave

1. Any permanent full-time employee who is subpoenaed for jury duty as certified by the clerk of the court shall be paid by the Township his/her daily rate of pay. The employee shall turn over any monies received from the court for such jury duty. The employee shall notify the department head upon receipt of a summons for jury duty. If an employee is dismissed prior to 2:00 p.m. the employee will be obligated to return to work that day in order to receive pay for that day. The Township will not be

obligated to pay an employee under the provisions of this agreement if he/she volunteers for such court duty.

ARTICLE XVI

DISCRIMINATION AND COERCION

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

B. The Employer and the Union agree that all employees covered under the 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 Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XVII

PROBATIONARY PERIOD

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

ARTICLE XVIII

SEPARABILITY AND SAVINGS

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1. If any provision of this Agreement or a
of this Agreement to any employee or group of emp
to be contrary to law, then such provision or app
not be deemed valid and subsisting, except to the
permitted by law, but all other provisions or app
continue in full force and effect.

ARTICLE XX

OUTSIDE EMPLOYMENT

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

B. Employees shall be obligated to comply with Township Code of Ethics. Disputes on these issues shall be determined by the Township Ethics Committee.

ARTICLE XXI

CLOTHING & UNIFORMS

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

B. The dispatcher supervisor shall receive an annual clothing allowance of \$390.00 in 1992, \$412.00 in 1993 and \$430.00 in 1994.

C. Employees in public works department shall receive \$211.00 clothing allowance in 1992 \$223.00 in 1993 and \$232.00 in 1994 to be paid in the first pay period in May. Such allowance shall be used to purchase safety shoes which must be worn.

D. Payment under this Article shall be prorated during first and last year of service if on extended illness or injury leave of more than thirty days.

E. Employees shall receive 50% of prorated annual clothing allowance within thirty days of commencement of employment.

ARTICLE XXII

OVERTIME

A. The parties agree to comply with the requirements of the Fair Labor Standards Act. The contract the Dispatch Supervisor shall receive overtime under FLSA. Upon signing of the contract the Municipal Court Administrator shall receive time and one-half if called back (not scheduled) to work overtime in Court.

ARTICLE XXIII

PERSONNEL FILE

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

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

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

. No formal disciplinary action nor other document which might be used in a disciplinary hearing may be placed in the file unless the employee was provided with a copy which was initialed by the employee. A notation will be made if the employee refuses to do so. If the employee consents, such documents shall be forwarded to the Union.

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

ARTICLE XXIV

DEDUCTIONS FROM SALARY

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

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

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

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

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

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

ARTICLE XXV

AGENCY SHOP

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

B. Procedure

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

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

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

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

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

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

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

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

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

ARTICLE XXVI

UNION RIGHTS

A. Bulletin Boards

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

(a) Notices of union recreational and social affairs;

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

(c) Notices of union meetings and educational classes

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

B. Stewards

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

C. Union Business

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

D. Access to Premises

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

E. Claims Adjustment

Any type of personal property belonging to an employee which is damaged during his course of duties shall be reimbursed up to a maximum of \$50.00 per incident. The employee must make a full report for items damaged and how it occurred plus turn in, if possible, the damage property by the end of the day.

F. Professional Fees

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

G. Layoffs

All layoffs within this bargaining unit will be based strictly on ability to perform the work. Any employee laid off shall have bumping rights based on seniority into a position within another bargaining unit provided they have the ability to perform the work. If possible, the employer will give advance notice to the Union of any such lay off.

H. Safety

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

ARTICLE XXVII

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

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

ARTICLE XXVIII

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1992 and remain in effect to and including December 31, 1994 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at South Brunswick, New Jersey on this 30th day of Dec of 1992.

CWA

SOUTH BRUNSWICK

BY:

David Mack
Elizabeth Shuler
William H. Thompson

[Signature]