

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWNSHIP OF EWING

AND

LOCAL 2066
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
A.F.L. - C.I.O.

TERM OF AGREEMENT JULY 1, 2008 - JUNE 30, 2012

AGREEMENT

This Agreement made this __16th____ day of __September____ 2008, between the Township of Ewing (hereinafter referred to as the “Township”) and Local 2066, International Brotherhood of Electrical Workers, A.F.L. - C.I.O., (hereinafter referred to as the “Union”).

WITNESSETH

Whereas, the Public Employees Relations Commission certified the Union as the exclusive representative for the purpose of collective negotiations with respect to wages and terms and conditions of employment for all regularly employed blue collar and white collar employees employed by the Township of Ewing, excluding managerial executives, confidential employees within the meaning of the act; craft employees, non-supervisory employee, police employees, casual employees, and all other employees employed by the Township of Ewing.

Now, therefore, the Township and the Union agree as follows:

ARTICLE 1 - MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States including, but not limited to the following rights:

- A. The direction, management and arrangement of the working forces including the right to hire, discipline or discharge for just cause, promote or lay off employees from duty because of lack of work or for other business reasons.

- B. The right to require employees to observe the Township’s established and documented rules and regulations, or the Township’s right to make new rules and regulations relating to the operation of it’s facilities not inconsistent with the terms of this Agreement.

C. The selection of employees for promotion.

D. To determine the employee pay period and method for recording working hours.

E. The enumeration above of management rights shall not be deemed to exclude other management prerogatives not herein enumerated, except as specifically otherwise herein provided.

ARTICLE 2 - TERMS AND CONDITIONS OF EMPLOYMENT

Except as otherwise provided herein, all rights and benefits which the employees of the Township have heretofore enjoyed and are presently enjoying as contained in Township Ordinances, Rules and Regulations, and or Policies and Procedures in effect prior to April 22, 2008, shall be maintained and continued by the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all applicable State Statutes, Rules and Regulations, Policies and Procedures of the New Jersey Public Employment Relations Commission, Township Ordinances and Resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as set forth at length.

Bargaining unit employees shall be entitled to all benefits and terms and conditions of employment provided by the Township's current Personnel Policy, which are only superseded by any specific term and condition covered by the instant Collective Bargaining Agreement.

All new Rules and Regulations and Policies and Procedures proposed by the Township affecting working conditions, or any of the Terms and Conditions of this Agreement shall be submitted to the Union for review and discussion before being implemented. All such rules and policies shall be consistent with New Jersey State Statutes, Township Ordinances and this Agreement.

ARTICLE 3 - EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Township to ensure equal employment opportunity for all persons regardless of race, color, creed, national origin, political or religious opinions or affiliations, ancestry, age, marital status, sexual preference, sex or because of physical disability that does not interfere with the ability to do the work required or liability for service in the Armed Forces of the United States.

This policy shall be applied to all phases of employment; such as, recruitment, selection, appointment, placement, promotion, demotion, transfer, training, wages, benefits, working conditions, layoff, recall, discharge, disciplinary action, performance evaluation and use of all Township facilities.

The designated Equal Employment Compliance Officer/Affirmative Action Officer shall receive any complaints of alleged discrimination from employees and applicants.

ARTICLE 4 - NO STRIKE PLEDGE

It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance to the citizens of the community and that there should be no interference with such operation.

The Union covenants and agrees that 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 an employee from their position or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out, other job action against the Township or concerted activity against the Township.

ARTICLE 5 - UNION ACTIVITIES AND VISITATION

The Union agrees that there shall be no solicitation for membership in the Union, signing up of members or collections of initiation fees, dues or assessments on Township work time. Provided, however, that this shall not be construed to prohibit casual or personal conversation about the Union and its activities, and provided further this shall not be construed as permitting employees to quit work or delay their work for the purpose of such conversation.

The Township agrees that the activities described in the above paragraph of this Article may be conducted on the Township property on free time of Union members who are on non-working time.

The employees shall be permitted to distribute Union literature in non-working areas on Township property provided the employees making the distribution are on non-working time.

There shall be no grievance investigation handled during working hours without an officer of the Township or their representative being notified and their permission to do so obtained, nor shall the investigation, presentation, discussion, processing or handling of the grievance interfere in any way with the normal and efficient operation of the facility.

An authorized agent of the Union shall be permitted to visit the facility during working hours after first notifying the Township representative and receiving permission. Said Union representative shall conduct his/her business in such a manner so as not to interfere with the normal and efficient operations of the facility and not disrupt or interfere with employees during working hours.

The Union shall keep the Township currently advised, in writing, of the officer or representative of the Union who is authorized to deal with the Township, and no one shall be deemed such a representative unless he/she is so designated by the Union to the Township.

ARTICLE 6 - UNION DUES DEDUCTION

The Township agrees to deduct Union dues and any Union initiation fees for the Union from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in the possession of the Township, a current written assignment executed by the employee. The Union shall be responsible for securing signatures of its members on the forms and delivering the signed forms to the Township.

The Township agrees to deduct 85% of the current dues amount from the wages of any employee who has elected not to become a member of the Union and for whom no executed assignment is on file with the Township. Such employee shall be considered a Fair-Share employee with no Union status.

The Township will deduct the current Union dues amount from the pay of the employee(s) on a bi-weekly basis, however, not to exceed more than two (2) times in any one month period provided that if an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The Township will deduct from the pay of an employee in any one month only dues incurred while an individual has been in the employ of the Township and only such amounts becoming due and payable in such month. The Township shall remit to the Union all dues collected on a monthly basis. Such dues shall be remitted on or before the 10th day of the following month.

In the event that a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township notice of the change at least thirty (30) days prior to the effective date of such change.

The Union shall indemnify and hold harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for the purpose of complying with the provisions of this Article.

ARTICLE 7- UNION SHOP STEWARDS & NEGOTIATING COMMITTEE MEMBERS

The Union Business Manager or his designated Union Representative shall appoint Union Shop Stewards and Assistant Shop Stewards as well as Negotiating Committee Members as he/she deems necessary.

The Township understands that the choice of and removal from office of Stewards, or Negotiating Committee Members is a function of the Union. The Union shall notify the Township within seventy-two (72) hours of any changes in the make up of the members.

The Union Stewards shall be free to conduct Union duties at any time during regularly scheduled working hours with the approval of their immediate supervisor. The Union Stewards may use a reasonable amount of Township time to investigate grievances after prior approval of the Township. Said approval not to be unreasonably denied.

ARTICLE 8 - BULLETIN BOARDS

The Township shall provide space on existing bulletin boards for use by the Union, the postings are posted outside of the Personnel office in Administration, also on the bulletin board at the rear entrance to the building in a glass case on the wall, and the Union Bulletin Board on the first floor next to the staircase where all Union bulletins, etc. are posted. This is to enable employees of the bargaining unit to see posted notices. All notices shall be posted by the Union or his designee and shall relate to the matters listed below:

1. Union recreational and, or social affairs;
2. Union appointments;
3. Union elections;
4. Results of Union elections;
5. Union meetings;

6. Union benefits;
7. Any other material authorized by the Union or their designee. No political campaign literature or defamatory material shall be posted. This Article does not prohibit the Department Head from assigning space bulletin boards to other organizations in which employees hold membership.
8. The Union must be notified, in writing prior to posting, of all job vacancies and new positions.
9. Postings are to be posted outside the Human Resources office as well as the bulletin board on the lower level in the break room.

ARTICLE 9 - HIRING POLICIES

Whenever a new position or vacancy exists within any of the municipal departments, the Township shall post a notice of the opening at least ten (10) days prior to filling of the position on the bulletin board located in Town Hall and on the bulletin board within the department where the new position, or vacancy exists. During this time the Township shall have the right to fill the vacancy on a temporary basis. The notice shall set forth the position, the classification and the salary range. The notice shall also set forth the date by which all prospective applicants shall have submitted a letter asking that they be considered for the position. A copy of all postings shall be forwarded to the Union.

ARTICLE 10 - EMPLOYEE STATUS DEFINITIONS

FULL-TIME - A regular employee appointed to a Township position who has served the requisite probationary period and who regularly performs assigned duties each week for thirty-five (35) hours or more and who receives all rights and benefits.

HOURLY - An employee hired for seasonal or temporary work, either full-time for a fixed duration or part-time for a fixed duration, and who is not eligible for benefits.

PART-TIME - An employee working less than twenty (20) hours per week and who is not eligible for paid benefits.

PERMANENT PART-TIME - A permanent employee appointed to a Township position, working on a regular basis. Permanent Part-Time employees are eligible for benefits available under this Agreement to full-time employees only where the Agreement expressly states so.

ARTICLE 11 - CLASSIFICATION

Classification of job duties and responsibilities shall be governed by the State of New Jersey Civil Service Rules. In the event an employee performs work in a higher job classification, the Township shall pay that employee the higher rate of pay for all hours worked in the higher classification.

ARTICLE 12 - LAYOFFS AND DEMOTIONS

Layoff shall be defined as the involuntary separation of an employee for reasons other than delinquency or misconduct.

The Township may layoff an employee for the purpose of efficiency or economy or other valid reason requiring a reduction in the number of employees in a given class. In the event of a layoff, the last person employed shall be the first person laid off in a given job classification.

The Township shall in cases of layoff notify the Union at least thirty (30) days in advance of such layoff and forward a copy of the names of those to be laid off to the Union. During a slack period the duly authorized representatives of the Township shall decide upon an equitable method of distributing employment among the employees.

On recall after a layoff employees shall be transferred and recalled in reverse order, according to the needs of the Township.

ARTICLE 13 - SENIORITY

Seniority is defined as an employee's continuous length of service with the Township beginning with their date of hire. Seniority for classified employees shall commence on the date of obtaining permanent status.

Reasons for termination of seniority and recall right forfeiture are as follows:

1. Failure to notify the Township of intent to return to work within five (5) days after the date recall notice is sent by certified mail to the employee's last address on record with the Township, or failure to report for work within five (5) working days after the date recall notice is sent by certified mail to the employee's last address on record with the Township.
2. If the employee quits.
3. If the employee is discharged.
4. If the employee is absent from work for five (5) consecutive working days without advising the Township and giving reasons satisfactory to the Township for such absence, except in extreme and unforeseen circumstances: i.e., coma.
5. If the employee overstays a leave of absence without notifying the Township.
6. If the employee gives a false reason for a leave of absence or engages in other employment during such leave.
7. If the employee is laid off for a continuous period of twelve (12) months.

ARTICLE 14 - PERSONNEL RECORDS

Confidential Nature and Review by Employees - Adequate personnel records shall be maintained for each employee of the Township. These records shall include: applications, dates of appointments and promotions; job titles; salaries; commendations; performance evaluations; disciplinary actions; amounts of leave accrued and used; and a record of the employee's education, training and other related matters. These records are considered to be of a confidential nature and are available only to the employee or to the supervising personnel on a need-to-know basis. Employees are entitled to review the contents of their own personnel folder but not those of other employees. Supervisors may review personnel records of their subordinates.

Employees wishing to see their personnel folders will arrange with the Township for an appointment in advance. Any such review of a personnel folder by the employee will be done in the presence of an authorized member of the administrative staff. Employees will not be permitted to take their personnel folder from the Township office nor may documents be removed from or added to the folder. Employees may obtain copies of material in their own file at a cost of \$.15 per page. Employees shall have the right to have written rebuttals to any material in their personnel file inserted into their personnel folder.

ARTICLE 15 - VITAL INFORMATION

It is the responsibility of each employee to notify the Township of any change in vital information as listed below:

1. Name;
2. Address;
3. Telephone number;
4. Marital status;
5. Dependent children;

6. Deductions on W- 4 forms;
7. Change in status for health programs;
8. Change of beneficiary on pension or life insurance policies;
9. Change in status of Deferred Compensation Plan;
10. Change in status of payroll deductions, if any.

Changes will be made and information will be updated when the employee notifies the Township.

ARTICLE 16 - TOWNSHIP BOOKS

A duly authorized officer or representative of the Union shall have access only to the Township's books pertaining to earnings of the employees covered by this Agreement. The authorized officer or representative of the Union shall be permitted access during working hours after first notifying the Township; provided, however, that said representative shall conduct his/her business in such a manner so as not to interfere with the normal and efficient operations of the facility. The Union shall keep the Township currently advised, in writing, of the officer or representative of the Union who is authorized to deal with the Township, and no one shall be deemed such a representative unless they are so designated by the Union to the Township.

ARTICLE 17 - PROBATIONARY PERIOD

There is established a probationary period of ninety (90) calendar days during which time an employee learns the duties and responsibilities of the position. During this period supervisors will evaluate the employee's work performance and conduct to determine whether the employee merits permanent status. Halfway through the probationary period and again ten (10) calendar days prior to the expiration of the probationary period, the department head shall submit to the Township a written evaluation of the employee's performance to date.

An employee hired to fill a “non-competitive” position (as that term is defined by the State of New Jersey Department of Personnel) whose performance has been satisfactory after serving a ninety (90) calendar day probationary or working test period, will upon recommendation of his/her supervisor attain permanent status in that position. If the employee’s performance is unsatisfactory during his/her working test period, the Appointing Authority may dismiss the employee or in the case of promotion revert the employee back to the former position if that position is still open.

In all cases an employee appointed to any position will be subject to a minimum probationary period of ninety (90) calendar days. The Township may extend the probationary period for an additional thirty (30) calendar days, or in the case of promotion, revert the employee back to the former position if that position is still open, or dismiss the employee. A grievance regarding a probationary employee’s dismissal or demotion shall not proceed beyond the Business Administrator’s level.

ARTICLE 18 - PROMOTIONS

Promotion is an advancement in job class having a higher level of duties and responsibilities. When there is a change in the duties or responsibilities of a position resulting in its reclassification to a higher job category, the position shall be considered vacant and subject to filling under promotional procedures.

Promotional policy is based predominately on potential, merit and evaluation. If appropriate, testing will be used as an additional basis for promotion. Seniority will be used as a basis for promotion only in instances where two or more individuals are considered equally qualified.

In the event of an open position in the bargaining unit, the Township shall post a notice in Town Hall and within the Department where the promotional job exists. The Township shall also forward a copy to the Union. Interested members may apply for the open position and seniority will be considered as a factor in filling the position, if reasonably possible. The notice for the open position shall be posted for a period of ten (10) working days during which time the Township may fill the position temporarily.

ARTICLE 19 - RESIGNATION

An employee may resign by giving the department head a minimum of ten (10) working day's written notice.

If any employee resigns without giving the required notice, the employee shall be considered as having resigned "not in good standing" and will not be considered for re-employment.

An employee who is absent from work for a period of five (5) consecutive work days without notice to or authorization from the department head will be considered as having resigned "not in good standing".

The department head will immediately notify the Business Administrator of any resignation notice either verbally or written of the unreported absence.

After being informed of an employee's resignation, the Township will provide an accounting of any benefits accrued either to the employee or to the Township before the final paycheck is issued by the Township. Any vacation entitlement owed to the employee will be prorated on an earned basis. If the employee has taken more vacation than the prorated entitlement, payment will be made to the Township by deduction from the employee's paycheck.

Before the Township shall release a check to the employee, it will be the responsibility of the employee to turn in to the employee's department head any Township property which the employee may have been entrusted with. The department head shall certify to the Township that all Township property entrusted to the employee has been returned.

ARTICLE 20 - RETIREMENT

Township employees enrolled in the Public Employee's Retirement System of New Jersey are subject to the requirements and provisions of the plan. Information regarding P.E.R.S. is available to the employee from the Township and directly from P.E.R.S. in Trenton.

ARTICLE 21 - DISCIPLINARY ACTION

An employee may be disciplined for just cause. Violations of the rules identified below may call for some form of disciplinary action. In some cases, the action may result in either verbal or written warnings, followed by suspension, demotion and discharge. In serious cases or cases where an employee has previously violated the same or other rules or is not performing at an acceptable level, the employee may be subject to immediate discharge. It is necessary to point out that the types of misconduct identified below are merely examples of conduct that may lead to disciplinary action. They are not a complete list of all types of conduct that can result in disciplinary action, up to and including discharge.

In all cases of disciplinary action taken against an employee by the Township, the employee has the right to have their Union representative present at any meeting and shall also have the right to file a response to all charges made against them in the form of a written grievance. If the employee files a written grievance within ten (10) working days of an event no action shall be taken against the employee including suspension until such time as a hearing has been held and a determination has been made.

Progressive discipline shall be used whenever possible. The following procedure shall be taken involving disciplinary action by the Township:

Step I. Oral counseling;

Step II. Warning or written reprimand;

Step III. Minor, suspension of five (5) days or less;

Step IV. Major, suspension of over five (5) days, or termination.

Serious breaches of discipline may require immediate suspension or dismissal rather than counseling, warning or written reprimand. When the presence of the employee is determined to be dangerous to the welfare of the employees, or detrimental to the interest of the Township, the Business Administrator, or his/her designee may suspend the offender immediately pending investigation, formal charges and subsequent hearing. Such hearing shall be held within thirty (30) days of the suspension.

The Union shall be notified immediately of all formal disciplinary charges. The employee has the right to representation at all meetings involving either possible disciplinary action and, or actual disciplinary action. In all cases the employee shall have the right to attach a written rebuttal to all charges filed against him/her.

A. Violation of any of the following rules, because of their seriousness, may result in immediate discharge without prior disciplinary warning:

1. Obtaining employment based upon pertinent false or misleading information or falsifying information in or making material omissions in any documents of record.
2. Malicious or willful destruction or damage to Township property or supplies or the property of another employee or a visitor.
3. Theft or inappropriate removal from Township premises of property or supplies or the property of another employee or a visitor.
4. Bringing or possessing firearms, weapons or any other hazardous or dangerous devices on Township property or during on-duty time without proper authorization.
5. Absence without authorization.

B. Infractions of the following rules may, depending on the seriousness of the offence and all pertinent facts and circumstances, result in disciplinary action, including counseling, verbal or written warning, suspension or discharge:

1. Continuous unsatisfactory job performance and/or neglect of duty.
2. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
3. Inability to perform job duties.
4. Insubordination, including refusal to do assigned work or refusal to perform work in the manner described by a supervisor without proper justification.

5. Possession of alcohol or any unlawful drug while on duty or while on Township premises or reporting to work under the influence of alcohol or any unlawful drug.
6. Conviction of a criminal act.
7. Participation in any political activity prohibited by Federal or State laws or Township ordinances during working hours.
8. Conduct unbecoming a public employee.
9. Frequent or excessive tardiness or absence from work or an employee's work area.
10. Violating safety rules as outlined by the Township or engaging in conduct that creates a safety or health hazard.
11. Fighting or provoking a fight on Township time or property.
12. Falsifying or destroying any timekeeping record, punching another employee's time card or allowing another employee to punch one's time card.
13. Leaving Township premises or ones' job during working hours without notification to the supervisor or department head and obtaining permission.
14. Action that endangers others, Township property or disrupts work.
15. Hostile working environment.
16. Sleeping while on duty.
17. The use of threatening or abusive language toward a fellow employee or the public.

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

The grievant shall be represented by either the Union shop steward or Union Business Representative at any and all Steps of the Grievance Procedure. The Township shall forward to the Union all written dispositions of grievances involving bargaining unit employees. All meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.

All grievances shall be settled in the following manner:

A. Step One:

1. The grievant shall institute action in writing signed and delivered to their immediate supervisor within ten (10) working days of the occurrence complained of or ten (10) working days after they would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the shop steward. The grievant or the supervisor may request a meeting to discuss the grievance.
2. The supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.
3. During the first ten (10) day period, nothing shall prevent the employee and, or his/her representative from discussing the matter informally with the employee's immediate supervisor and seeking resolution to the grievance.

B. Step Two:

1. In the event the grievance has not been resolved at Step One, the grievant may file a written grievance with the Department Director within ten (10) working days of the response or expiration of the time to respond at Step One.

C. Disciplinary action may consist of either verbal or written notice.

a. If verbal, the supervisor or the Department Director shall inform the employee of the complaint and shall attempt to resolve the matter by discussing the infraction with the employee in the presence of the Union Shop Steward. If the matter can be satisfactorily resolved, the supervisor or the Department Director may consider the matter closed.

b. The supervisor or the Department Director, may at their option by memo, inform the Business Administrator who will then place a memo in the employee's personnel file. If a memo is written, the employee will be allowed to see its contents prior to insertion in the file and file a written rebuttal.

c. If the infraction is of such a nature that it should be committed to writing, a written memo setting forth the nature of the infraction and comments by the supervisor and, or Department Director shall be forwarded to the Business Administrator. A copy of the memo shall be furnished to the employee. Within ten (10) days after receipt of the memo, the Business Administrator will schedule a meeting with the employee and the department head. A review of the facts will be made, and the Business Administrator will make a reasonable judgment based on the facts.

A written report of the meeting and of the action taken will be made and a copy placed in the employee's personnel file. A copy shall also be furnished to the employee. The employee shall have the right to attach a written rebuttal to the report.

ARTICLE 22 - GRIEVANCE PROCEDURE

A grievance is defined as a disagreement or dispute either contractually or non-contractually between the employee and the Township concerning the terms of employment. It is the policy of the Township that every employee at all times be treated fairly, courteously and with respect. Conversely, every employee is expected to accord the same treatment to their associates, supervisor and the public.

e. The cost of Arbitration shall be shared equally by the parties except the late cancellation fees shall be the sole responsibility of the party requesting the postponement.

ARTICLE 23 - SICK LEAVE

During the first year of employment, employees will earn one (1) sick leave day for each month worked. Beginning January 1st of each year thereafter, employees shall be credited with fifteen (15) working days per year in anticipation of continued employment, except in the year of retirement. All unused sick leave days shall accumulate and be carried over from year to year without limitation.

An employee who leaves employment with the Township prior to the end of the calendar year shall have sick leave pro-rated. If the employee used more days than they were entitled, prior to leaving the employ of the Township, shall reimburse the Township all days used in excess of their prorated amount. Upon termination of employment from the Township for whatever reason the Township shall pay the employee for all unused sick days, that is left on the books up to a maximum of \$20,000.

An employee who has been absent on sick leave for five (5) consecutive work days may be required to submit acceptable medical evidence substantiating the illness upon notification from the Township. If upon notification from the Township that an employee has abused the sick leave policy the employee shall be required to bring in medical certification prior to their return to work. Continued abuse of the sick leave policy can lead to disciplinary action.

C. All accumulated sick days shall be paid at 100% of the employees hourly rate upon retirement, regardless of years of service, up to a maximum of \$20,000.

ARTICLE 24 - LEAVES OF ABSENCE

Permanent employees may request a leave of absence with or without pay for good cause. The Business Administrator may either approve or deny the request for justified reasons. A Leave of Absence will not be granted in cases where a change

2. The Department Director or his/her designee shall respond in writing within ten (10) working days of receipt of the grievance at this Step.

C. Step Three:

1. In the event the grievance has not been resolved at Step Two, the grievant may file a written grievance with the Business Administrator within ten (10) working days of the grievant's receipt of the response from the Department Director or expiration of time to respond at Step Two.

2. The Business Administrator or his/her designee shall respond in writing within ten (10) working days of receipt of the grievance at this Step.

D. Step Four:

1. In the event the grievance has not been satisfactorily resolved at Step Three, the Union, and only the Union, may submit the matter to binding arbitration in accordance with the procedures of the New Jersey State Board of Mediation, or the Public Employees Relations Commission on the following conditions:

a. The request for Arbitration shall be filed by the Union Business Manager or his designee.

b. The request for Arbitration must be filed with the appropriate agency no later than ten (10) working days after receipt of the response or expiration of the time at Step Three.

c. The grievance is a contractual grievance.

d. The Union's decision to request the movement of a grievance to Arbitration or to terminate the grievance prior to submission to Arbitration is final.

in employment is involved. An employee who does not return to or overstays a leave of absence may be considered to have quit their employment, and if rehired, shall be considered a new employee. An employee desiring a leave of absence shall submit a request in writing to the Township and complete any leave papers stating the reason for and duration of the leave requested. The Township shall notify the employee of their determination in writing prior to the employee's requested leave date. Employees covered under this Agreement shall continue to receive all benefits provided by the Township at no cost as if they were still working for as long as they are on an approved leave listed below. An employee may be eligible for the following types of leave:

A. Family Leave, either under the New Jersey Family Leave Act (FLA), N.J.S.A. 34:11B-1, et seq., or the Federal Family and Medical Leave Act (FMLA), 29 U.S.C.2601, et seq., employees are eligible for up to twelve (12) weeks of leave per calendar year to provide care made necessary by the birth or adoption of a child or the serious health condition of a child, spouse or parent, or the serious health condition of the employee which renders the employee unable to perform the functions of his/her position. Intermittent Leave will also be approved for qualified employees for non-consecutive leave up to twelve (12) month period.

B. Sick Leave, Bereavement Leave, Jury Duty Leave, General Time-Off, Fire Time-Off, Leave of Absence Policy, Occupational Leave, Military Leave, and Donated Time-Off Policy as provided in the Policy & Procedure Manual dated July, 2004, with the updated revisions of April 22, 2008.

C. Personal Leave of three (3) days per calendar year will be given to each employee. The employee shall receive payment of all unused personal days on the books upon separation of employment from the Township.

D. The Township shall provide a Leave of Absence for up to twenty (20) business days for the purpose of Union Business, in writing.

ARTICLE 25 - OUTSIDE EMPLOYMENT

Employees must consider the Township their primary employer. As such, they must be available and be able to perform all of the position's required duties as outlined in existing job titles and descriptions. Outside employment is permitted, however, it must not interfere with an employee's schedule and/or performance.

ARTICLE 26 - NEW EMPLOYEES

The Township agrees to provide the Union with a monthly list of names, addresses, titles, salaries and job location of all new employees who are represented by this bargaining unit within thirty (30) days of their employment.

ARTICLE 27 - WEATHER EMERGENCY

In the event the Township chooses to close its' offices because of a weather related emergency, all employees will be credited with an hour for hour compensation. If an employee cannot report to work due to a weather emergency and the Township offices are not closed, then the absence will be charged to accumulated vacation, personal leave or compensatory time on the books.

Should a State of Emergency be declared, and employees of the Township, except members of the Police and Fire Departments, being discharged from work with pay, then all employees covered by this Agreement who shall work during such emergency, shall be credited with a comparable amount of compensatory time as the other employees sent home in addition to the pay for all hours they worked during such weather emergency.

ARTICLE 28 - HOURS OF WORK

The work schedule for an employee covered by this Agreement shall not be revised by the Township without consultation with the employee. In the event the Township does desire to revise an employee's schedule and agreement cannot be reached, the Union shall be notified with the intent to negotiate a new schedule.

An employee is entitled to one (1) fifteen (15) minute coffee break prior to lunch break and one (1) 15 minute break after the lunch break. Lunch break is an unpaid 30 minutes for Public Works employees and an unpaid one (1) hour for all other employees.

The work week shall start at 12:01 a.m. Monday and shall consist of a 35 hour or 40 hour work week.

ARTICLE 29 – FLEXIBLE SCHEDULE/PERSONAL TIME

Employees covered by this Agreement may request a flex schedule for extenuating circumstances. Upon approval by the Business Administrator the mutually agreed upon schedule becomes the hours of work and work schedule for that individual employee only.

Employees are entitled to three (3) personal days per calendar year, which cannot be carried over into the next calendar year. They must be used or you lose them.

ARTICLE 30 - WORK SCHEDULE AND OVERTIME

Employees may be required to work in excess of their normal work schedule. Overtime may be authorized by the Department Head with approval of the Business Administrator. Employees shall be entitled to compensation of 1.5 times their base rate of pay fore time over 35 hours or 40 hours, which, applies to your work schedule.

ARTICLE 31 – SATURDAY, SUNDAY AND HOLIDAY PAY

Unless otherwise agreed to as part of a flex schedule or if an employee has not completed their full work week an employee that works on a Saturday or Sunday shall be guaranteed a minimum of two (2) hours compensation at the following rate:

- A. Work performed on a Saturday will be compensated at a rate of 1.5 times the base rate of pay.
- B. Work performed on a Sunday will be compensated at a rate of double (2) times the base rate of pay.

Work performed on a Holiday will be guaranteed a minimum of two (2) hours and will be compensated at a rate of double (2) times their base rate of pay for all time actually worked beyond the two hours.

ARTICLE 32 - COMPENSATORY TIME

Employees shall notify their supervisor in advance if they are to be paid or accept compensatory (comp) time for all hours worked in excess of their regularly scheduled hours. If the employee does not give the Township such advance notification, the Township shall credit the employee with comp time for all hours earned or worked. Compensatory (comp) time earned can be accumulated and carried over from year to year up to a maximum of two hundred forty (240) hours. Hours accrued beyond the maximum (240) hours must be cashed in at the current rate of hourly pay by June 30th of that year when the maximum was exceeded.

ARTICLE 33 - MILEAGE ALLOWANCE

Employees required to use their personal vehicles for or on authorized Township business shall be reimbursed at the rate consistent with current I.R.S. mileage allowance in effect at that time. Expenses incurred for necessary parking and tolls directly related to the authorized use of the vehicle on Township business are allowed and shall be reimbursed. Payment shall be made provided the Township voucher is submitted by the employee properly completed along with supporting documentation.

ARTICLE 34 - HEALTH AND SAFETY

The Township will provide a clean and safe working environment for all employees. No employee will be required to work in any area determined to be unsafe. Any employee who refuses a job assignment they deem to be unsafe shall not be disciplined for such refusal. The Township agrees to meet with representatives of the Union to discuss and resolve any health and safety issues that may arise.

If an employee files a written report outlining specific health and, or safety issues directly related to their job with their immediate supervisor, a copy of the report will be forwarded to the Union and a meeting will be scheduled to discuss the issue and reach an acceptable resolution between the parties.

ARTICLE 35 - HOLIDAYS

All employees covered under this Agreement are entitled to fourteen (14) paid holidays a year as follows:

New Year's Day	Labor Day
Dr. Martin Luther King, Jr. Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

In addition to the above scheduled holiday list the Township agrees to give the employee's birthday off with pay.

If a holiday or birthday falls on a Saturday, it will be celebrated on the preceding Friday. If a holiday or birthday falls on a Sunday, it will be celebrated on the following Monday.

If a holiday falls within the employee's vacation period, the day will not be charged against the employee's vacation entitlement and the employee shall be credited one (1) additional vacation day for each paid holiday.

To be eligible for holiday pay, an employee must work their regularly scheduled work day both before and after the holiday, or be on excused absence.

ARTICLE 36 - VACATIONS

From date of hire to completion of 5 years	- 21 days per year
After completed 5 years of continuous service	- 24 days per year
After completed 10 years of continuous service	- 26 days per year
After completed 15 years of continuous service	- 30 days per year

Vacation carryover – All vacation time must be taken during current year, vacation time shall be accumulated. Accumulated time will be allowed to be carried over for one (1) year into the following year, but must be used by the end of the second (2) year.

Any days not used at the year end to be paid at 100% of employee's current rate of pay. Employee has the option to carryover or to be paid for the remaining days of the end of the year.

ARTICLE 37 - TUITION REIMBURSEMENT

CEU workshops will be approved upon request the Business Administrator and paid as required to allow attendance. College courses must also be approved by the Business Administrator and will be reimbursed upon successful completion (C or better) and proof of payment.

ARTICLE 38 - CLOTHING ALLOWANCE AND SAFETY SHOES

Employees who may have special circumstances that require more then one pair must request in writing to the Business Administrator for reimbursement.

All employees who are on the payroll effective July 1st each year are to receive a clothing allowance in the amount of \$500 for the first year of the contract and increased \$50 per year over the term of the contract, which includes one pair of safety shoes. The clothing allowance shall be payable by July 31st of each year.

ARTICLE 39 - EQUIPMENT

All motor vehicles and equipment used by employees covered by this Agreement shall be maintained by the Township in a safe and properly serviced condition in accordance with State law. The Township shall also provide safety equipment to all employees performing assignments requiring such equipment. No employee shall be required to operate or drive unsafe or hazardous vehicles or equipment. It shall not be a violation of this Agreement where an employee refuses to operate equipment they deem to be unsafe. No employee will be disciplined for such a refusal unless such refusal is unjustified. The employee shall set forth in writing what he feels is wrong or defective with the vehicle, or piece of equipment. The

supervisor shall upon such notification determine the worthiness of the vehicle and, or piece of equipment. If the supervisor determines the vehicle or piece of equipment in use is unsafe, or in need of repair, that vehicle or piece of equipment will immediately be taken out of service and set for repairs. If the supervisor determines that the vehicle, or piece of equipment, is in proper working order a report shall be written, dated and kept on file along with the employees original written complaint and the employee must then resume operating the equipment or face disciplinary actions.

ARTICLE 40 - DEATH BENEFITS

The Township shall pay to the employee's designated beneficiary, or to the estate of the covered employee if the covered employee shall die during the term of this Agreement, all unused compensatory time, overtime, regular pay, accrued vacation days, accrued personal days, all unused sick days and any other time on the books. The compensation under the provision of this Article shall be computed and paid at the wage scale in effect at the time of death.

ARTICLE 41 - LIFE INSURANCE COVERAGE

The Township will provide a life insurance policy of three (3) times the annual salary of each employee during their employment.

ARTICLE 42 - TEMPORARY DISABILITY PLAN

The Township and the Union do hereby agree that all employees covered by this Agreement shall be covered by a Temporary Disability Insurance Plan provided by the Township. Said Plan requires that, to be eligible, an employee must exhaust all accumulated sick leave, plus all other requirements set forth by the Plan. The obligated premium cost to eligible employees under this Agreement shall be no more than the premium cost obligation would be under the New Jersey State Disability Plan for the duration of this Agreement.

ARTICLE 43 - HEALTH BENEFIT COVERAGE

A. The Township shall provide, at no cost to the employee, except as modified herein, the State Health Benefits Plan (SHBP), and a Prescription Drug Plan. There shall be a co-pay of \$15.00 name brand and a co-pay of \$1.00 for generic brand prescription as required by the SHBP. The aforementioned coverage shall also be provided to the employee's spouse and dependent members of the family of such employees, and will continue throughout the end of the calendar year during which a dependent attains 23rd birthday or is "disable" within the meaning of that term, as defined by *N.J.S.A.54:1-2 (f)*.

B. Employees shall be entitled to waive health insurance coverage in December of each year with an effective date of January 1st of the following month and receive a payment of 50% of the premium cost each year coverage is waived. The employee is required to provide proof of alternate medical coverage for the employee and eligible dependents. Such waiver will be in writing. The employee shall receive the "opt out" payment in 26 equal installments to be paid over the course of 26 payroll periods. Employees will be able to return to the Township's health insurance program under the following circumstances:

1. Employee loses their alternate health insurance.
2. During the period of open enrollment.
3. In the event of an unforeseen emergency or urgent circumstance.
4. If the employee's alternate medical plan changes.

In the case of an employee that re-enrolls in the Township provided health plan, the Township will be entitled to a pro-rated return of the amount received by the employee as a result of an employee's waiver.

C. The Township will provide paid retiree medical, hospitalization, prescription drug and dental benefits to eligible retirees at the same cost and the same level of benefit as provided to active employees subject to the following:

- a. The eligible retiree must have twenty-five (25) or more years of service credit in the State Public Employment Retirement System of New Jersey (PERS).
- b. A minimum of the eligible retiree's last twenty (20) years of employment prior to their retirement must have been with the Township. The eligible retiree must have been an employee of the Township immediately prior to their retirement.
- c. At such time as the eligible retiree becomes Medicare eligible, the eligible retiree will be reimbursed for the cost of the Medicare coverage. In addition, it is expressly understood that the Township will also provide supplemental coverage to Medicare.
- d. A qualified retiree receiving health benefit coverage from an employer after retirement shall be ineligible for benefits under this section. However, once such coverage ends the eligible retiree will be entitled to pick up coverage with the Township once again upon notification and proof to the Township that their previous health coverage ended.
- e. Upon the death of the covered retired employee, all coverage pursuant to this provision shall be terminated at the end of the calendar month in which the covered retired employee deceased.

ARTICLE 44 - DENTAL AND OPTICAL BENEFIT COVERAGE

- A. Increase dental coverage to \$ 2,500.00 per calendar year for employee and their family members.
- B. Increase vision reimbursement to \$ 400.00 per calendar year for employee and every eligible family member.

ARTICLE 45 - WAGES

All employees covered by this Agreement shall receive the following increases

Effective as follows:

1. July 1, 2008 - 2.5%
2. July 1, 2009 - 3.0%
3. July 1, 2010 - 3.5%
4. July 1, 2011 - 4.0%

See Salary Ranges on "Appendix A" attached.

ARTICLE 46 – LONGEVITY

Employees of the Township shall be paid in addition to their salaries, a supplemental longevity pay on completion of the years of service as of the anniversary date of hire as listed below. Upon completion of the following years the employee shall receive the following longevity, or the amount settled upon by the Ewing P.B.A. – Local #111 and the S.O.A. for the contract years 2008-2012, which ever is higher.

PER ANNUM

	2008	2009	2010	2011
Longevity - 5 years	\$1,725	\$1,925	\$2,125	\$2,325
10 years	1,925	2,125	2,325	2,525
15 years	2,125	2,325	2,525	2,725
20 years	2,325	2,525	2,725	2,925
24 years	2,725	2,925	3,125	3,325
30 years	3,125	3,325	3,525	3,725

A. All employees who have completed the above required years of service during any quarter of the calendar year shall be paid beginning with the next pay period the pro-rated sums of the supplemental longevity as set forth in the above scheduled herein above.

Longevity shall be paid to full-time permanent employees only and the amount to be paid shall be based on the years of service with the Township.

The aforementioned supplemental longevity payments will be distributed to the employees on a prorated basis in their bi-weekly base salary payment during the course of the year. Ex: the employee in each of their checks from the Township will receive one-twenty sixth (1/26th) of the longevity due them, with the exception of overtime hours.

B. If the employee's starting date falls between January 1st and June 30th inclusive of the given year, their anniversary for purposes of this Article shall be deemed to be January 1st of that year. When an employee's starting date falls between July 1st and December 31st inclusive of a given year, their anniversary date for purposes of this Article shall be deemed July 1st of that year.

ARTICLE 47 - SEPARABILITY AND SAVINGS

Should any part of this Agreement, or any provisions contained herein be declared invalid by operation of law, or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE 48 - TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2008 through June 30, 2012. When signed by the Township and the Union it shall remain in force and effect until midnight June 30, 2008 and thereafter from year to year unless either party desires to change, modify or abrogate same, in which event they shall notify the other party in writing within 120 days prior to the expiration date of the actual changes desired. Negotiations shall commence within thirty (30) days of detailed notifications. Any

notice may be given to either party, or to the parties at the following address by registered mail, or by personally delivering same to:

LOCAL 2066
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
A.F.L.-C.I.O.
490 LINCOLN HIGHWAY
ISELIN, NEW JERSEY 08830
732-404-1092
732-404-1093 (FAX)

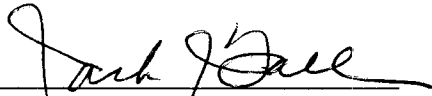
OR

BUSINESS ADMINISTRATOR
TOWNSHIP OF EWING
2 JAKE GARZIO DRIVE
EWING TOWNSHIP, NEW JERSEY 08628
609-883-2900
609-538-8255 (FAX)


ARTICLE 49 - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were subject to negotiations. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.


IN WITNESS WHEREOF, the parties have, by their authorized representative, set their hands and seals this 16th day of September, 2008



MAYOR JACK J. BALL



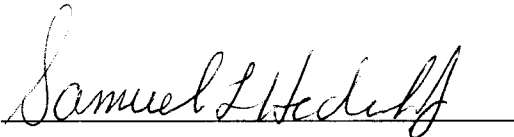
MICHAEL SCOTTO-I.B.E.W.-LOCAL #2066




DAVID W. THOMPSON, BUSINESS ADMIN



CORINNE MATELSKI



SAMUEL L. HEDRICK, JR.



JOHN E. BARRETT

TABLE OF CONTENTS

AGREEMENT

WITNESSETH

ARTICLE 1 - MANAGEMENT RIGHTS

ARTICLE 2 - TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 3 - EQUAL EMPLOYMENT OPPORTUNITY

ARTICLE 4 - NO STRIKE PLEDGE

ARTICLE 5 - UNION ACTIVITIES AND VISITATION

ARTICLE 6 - UNION DUES DEDUCTION

ARTICLE 7 - UNION SHOP STEWARDS & NEGOTIATING COMMITTEE

ARTICLE 8 - BULLETIN BOARDS

ARTICLE 9 - HIRING POLICIES

ARTICLE 10 - EMPLOYEE STATUS DEFINITIONS

ARTICLE 11 - CLASSIFICATION

ARTICLE 12 - LAYOFFS AND DEMOTIONS

ARTICLE 13 - SENIORITY

ARTICLE 14 - PERSONNEL RECORDS

ARTICLE 15 - VITAL INFORMATION

ARTICLE 16 - TOWNSHIP BOOKS

ARTICLE 17 - PROBATIONARY PERIOD

ARTICLE 18 - PROMOTIONS

ARTICLE 19 - RESIGNATION

ARTICLE 20 - RETIREMENT

ARTICLE 21 - DISCIPLINARY ACTION

ARTICLE 22 – GRIEVANCE PROCEDURE

ARTICLE 23 - SICK LEAVE

ARTICLE 24 - LEAVES OF ABSENCE

ARTICLE 25–OUTSIDE EMPLOYMENT

ARTICLE 26 – NEW EMPLOYEES

ARTICLE 27 – WEATHER EMERGENCIES

ARTICLE 28 – HOURS OF WORK

ARTICLE 29 – FLEXIBLE HOURS/PERSONAL TIME

ARTICLE 30 - WORK SCHEUDLE AND OVERTIME

ARTICLE 31 - SATURDAY, SUNDAY AND HOLIDAY PAY

ARTICLE 32 – COMPENSATORY TIME

ARTICLE 33 - MILEAGE ALLOWANCE

APPENDIX 'A'

SALARY RANGES

CLASSIFICATIONS	START	MAXIMUM
Chief Financial Officer	\$85,000	\$115,000
Human Resources	42,000	90,000
Confidential Secretary	30,000	50,000
Accountant	42,000	70,000
Purchasing Assistant	30,000	60,000
Sanitation Superintendent	60,000	90,000
Sanitation Supervisor	55,000	85,000
Parks Superintendent	60,000	90,000
Parks Supervisor	55,000	85,000
Public Works Manager	65,000	100,000
General Supervisor	55,000	90,000
General Super/Super Mechanic	55,000	90,000
Road Supervisor	55,000	85,000
Super Rd/Rd Inspector	55,000	85,000
Director of Community Affairs	65,000	100,000
Supervisor Clerk Typist	30,000	55,000
Health Official	60,000	90,000
Supervisor Senior Citizens	45,000	65,000
Community Relations	30,000	50,000
Tax Collector	60,000	94,000
Tax Assessor	60,000	90,000
Deputy Municipal Clerk	30,000	65,000
Construction Official	65,000	90,000
Build/SubCode	45,000	85,000
Build/Insp/SubCode	45,000	85,000
Elec/SubCode	45,000	85,000
Court Administrator	60,000	85,000
EMT Supervisor	60,000	90,000
Special Events Coordinator	15,000	30,000

ARTICLE 34 - HEALTH AND SAFETY

ARTICLE 35 – HOLIDAYS

ARTICLE 36 - VACATIONS

ARTICLE 37 - TUITION REIMBURSEMENT

ARTICLE 38 – CLOTHING ALLOWANCE/SAFETY SHOES

ARTICLE 39- EQUIPMENT

ARTICLE 40 - DEATH BENEFITS

ARTICLE 41 - LIFE INSURANCE COVERAGE

ARTICLE 42 - TEMPORARY DISABILITY PLAN

ARTICLE 43 - HEALTH BENEFIT COVERAGE

ARTICLE 44- DENTAL AND OPTICAL BENEFIT COVERAGE

ARTICLE 45- WAGES

ARTICLE 46- LONGEVITY

ARTICLE 47 - SEPARABILITY AND SAVINGS

ARTICLE 48 - TERM OF AGREEMENT

ARTICLE 49- FULLY BARGAINED PROVISIONS

SIGNATURES

APPENDIX A

AMENDMENT No. 1

**CONTRACT AMENDMENT NO. 1
BETWEEN THE TOWNSHIP OF EWING TOWNSHIP
AND IBEW LOCAL 2066**

WHEREAS, the Township of Ewing ("Township") and Local 2066, International Brotherhood of Electrical Workers, A.F.L.-C.I.O. ("Union") entered into a Collective Bargaining Agreement dated September 16, 2008 ("Agreement") and

WHEREAS, the parties agree to amend the Agreement as set forth herein to clarify items that were negotiated between the parties;

NOW THEREFORE, the Union and Township agree as follows:

1. **ARTICLE 41 – LIFE INSURANCE COVERAGE** is hereby amended to provide as follows:

"The Township of Ewing will provide a life insurance policy of one and one half (1 1/2) times the annual salary of each employee during their employment. The Township will allow an Employee to pay additional premiums necessary to increase the amount of life insurance policy to three (3) times the annual salary of such Employee."

2. **ARTICLE 44 – DENTAL AND OPTICAL BENEFIT COVERAGE** is hereby amended to provide as follows:

A. Dental expenses shall be reimbursed up to \$1,500 per contract year for the employee and each eligible family members with a \$100 deductible per person per year.

B. Vision expenses shall be reimbursed up to \$300 per contract year for each employee and each eligible family member.

3. **APPENDIX A** -- is hereby amended by adding the following new position:

CLASSIFICATIONS	START	MAXIMUM
Plumbing/SubCode	\$45,000	\$85,000

4. **EFFECTIVE DATE**. This Agreement No. 1 shall become effective as of July 1, 2008. All other terms and conditions of the Agreement shall remain in full force and effect.

WITNESS:

BY: _____

TOWNSHIP OF Ewing Township

BY: _____

John J. Ball, Mayor

WITNESS:

BY: _____

IBEW LOCAL 2066

BY: _____

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj.org

RESOLUTION #11R-114

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 102

WHEREAS, the Township has recognized THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 102 as the bargaining unit for certain full time paid employees; and

WHEREAS, the Township and Local 102 desire to amend the Collective Bargaining Agreement to provide for the certain changes to the payment of Health Benefit Coverage, Township holidays and wage increases;

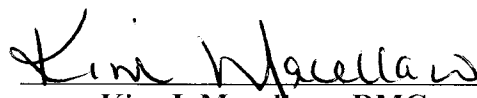
NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Ewing that the Mayor and appropriate officials are hereby authorized to execute an Amendment to the Collective Bargaining Agreement with THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 102 in a form substantially similar to that annexed hereto.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Deputy Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regularly Scheduled Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 24th day of May, 2011.




Kim J. Macellaro, RMC
Deputy Municipal Clerk

**ADDENDUM TO THE AGREEMENT
BETWEEN THE TOWNSHIP OF EWING TOWNSHIP
AND IBEW LOCAL 102**

This Addendum made and entered into on this 4th day of May, 2011 by and in between the Township of Ewing and IBEW Local 102.

WHEREAS, the Contract dated September 16, 2008 remain the same and in full force, except for the following changes;

- 1) Effective as of July 1, 2011, employees covered under this contract shall pay 1.5% of gross pensionable wages for their share for Health Benefit Coverage.
- 2) Effective as of July 1, 2011, "Appendix A" changed to read Hiring Ranges instead of Salary Ranges.
- 3) Effective as of July 1, 2011, we (Local 102) will give back to the Township (3) three Holidays, Lincoln's Birthday, Columbus Day and Election Day.
- 4) Effective as of July 1, 2011 we (Local 102) will extend the current contract which expires on June 30, 2012 to expire on December 31, 2015. During which time the following will take affect;
 - a) July 1, 2011 – Will receive a 4% increase on wages
 - b) July 1, 2012 – Will receive a 2% increase on wages
 - c) July 1, 2013 – Will receive a 2% increase on wages
 - d) July 1, 2014 – Will receive a 2% increase on wages
 - e) July 1, 2015 – Will receive a 2% increase on wages for a six month period of time as the Township will revert from a fiscal year to a calendar year. On July 1, 2015 until December 31, 2015 the 2% will remain in affect until negotiations are agreed upon at that time.
- 5) Vacation Buy Back – we will be able to buy back a maximum amount of 5 Days, and change to carryover ½ of our allotted time into the following year.
- 6) The Township of Ewing and Local 102 have agreed that if any bargaining Unit shall receive more the 2% cap we would receive the same. We as a Union will not accept any less then 2% as agreed upon.

EFFECTIVE DATE, This Addendum to the Agreement shall become effective as of July 1, 2011. All other terms and conditions of the Contract shall remain in full force and effect.

WITNESS

TOWNSHIP OF EWING

BY: Kym Macellaro

Bert H. Steinmann
Bert H. Steinmann, Mayor

WITNESS:

IBEW LOCAL 102

BY: Susan M. O'Connell

Michael D. Scott