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AGREEMENT
BETWEEN
HAZLET TOWNSHIP
AND
COMMUNICATIONS WORKERS OF AMERICA AFL-CIO
LOCAL 1032
REPRESENTATIVES
FOR
HAZLET TOWNSHIP WHITE COLLAR EMPLOYEES
JANUARY 1, 1995 TO DECEMBER 31, 1997

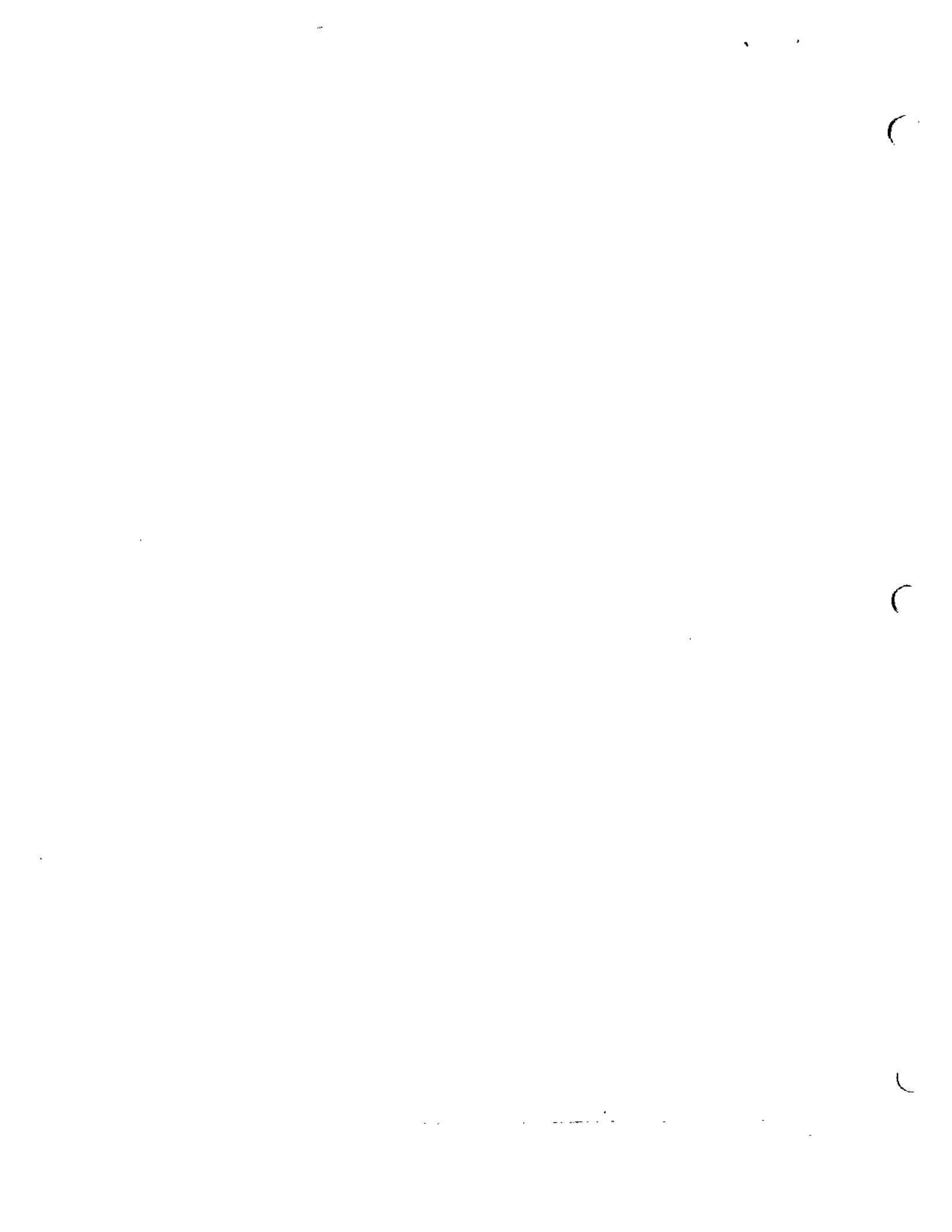


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THIS AGREEMENT, made and entered into on this _____ day of _____, 1995, by and between HAZLET TOWNSHIP, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the TOWNSHIP), and the WHITE COLLAR EMPLOYEES OF HAZLET TOWNSHIP, C.W.A. LOCAL 1032, (hereinafter referred to as the UNION), and is designed to maintain and promote a harmonious relationship between the TOWNSHIP and its regular WHITE COLLAR EMPLOYEES who are covered by this AGREEMENT.

The term "employee" shall be interpreted to include both male and female employees, and when the masculine gender is used in reference to employees, it shall be interpreted to be applicable to both male and female employees.

The term "Department of Personnel" is the name of that which was previously known as "Department of Civil Service."

W I T N E S S E T H :

WHEREAS, the parties hereto have negotiated hours of work, wages and working conditions relative to the regular white collar employees of the Township; therefore, in consideration of the mutual covenants exchanged by and between the Union and the Township, the parties agree as follows:

ARTICLE I

Recognition

The Township recognizes Local 1032, C.W.A., as the agent in matters pertaining to wages, hours of work and other conditions of employment for all regularly scheduled white collar employees, scheduled to work not less than three (3) work days per week,

employed by the Township. Excluded are all professional employees, supervisors, craft, police, fire-fighters, confidential employees, and managerial executives within the meaning of the New Jersey Employer-Employee Relations Act and all other employees.

ARTICLE II

Purpose and Intent

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Township, the Union and the regular white collar employees represented by the Union.

Section 2. The parties recognize that the interest of the community and the job security of the employees depend upon the Township's success in establishing a proper service to the community.

Section 3. To these ends the Township and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE III

Probationary Period

The probationary period shall conform to the Rules and/or Regulations of the Department of Personnel.

ARTICLE IV

Force Reduction

Any force reduction will be in accordance with the Rules and/or Regulations of the Department of Personnel.

ARTICLE V

Job Vacancies, New Jobs Created or Promotions

Job vacancies, new jobs created or promotions shall conform to the Rules and/or Regulations of the Department of Personnel. Notice of job vacancies shall be posted in each Township building not less than five (5) working days prior to the appointment being made. Said notice shall also include the salary range.

ARTICLES VI

Non-Discrimination

It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality, age or sex.

ARTICLE VII

Holidays

Section 1. For the term of this Agreement, the Township shall provide all of the white collar employees the following holidays, with full pay, at the employee's regular straight time rate of pay, though no work is performed on such days:

- | | |
|-------------------------------------|------------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday | General Election Day |
| President's Day(Washington's Birth) | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Primary Election Day | Christmas |
| Independence Day | |

Section 2. In order to be entitled to holiday pay, an employee must work his regular scheduled hours or must be in a pay status on both the last business day before the holiday and the first business day following the holiday.

Section 3. If a holiday falls on a Saturday or Sunday, it shall be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Township in accordance with the holiday schedule as published by the Township from time to time.

Section 4. If one or more holidays falls within the vacation period of an employee, the employee shall receive an additional day of vacation in lieu of the holiday(s).

Section 5. Notwithstanding the provision of Section 1 of this Article, each regular full time Police Radio Dispatcher may take off seven (7) of the above-umerated holidays for 1995, seven (7) of the above-umerated holidays for 1996, and seven (7) of the above-umerated holidays for 1997, provided he gives written notice thereof to his supervisor at the time he is required to give notice of his desired vacation.

If a holiday falls within a designated vacation period; said vacation will be considered a request for a holiday for any purposes of scheduling. Employee vacation requests will take precedence over holiday requests for the purposes of scheduling. After all vacations are scheduled, holidays will be selected on a round-robin basis. All holidays that fall within a vacation period will be considered first choices.

Section 6. For Police Dispatchers, only previously approved personal days will be allowed to be taken on holidays at Management's discretion. If a Dispatcher is off on a previously scheduled personal day, he shall receive eight (8) hours personal pay plus eight (8) hours holiday pay and be charged a personal day. If ever a Dispatcher calls in sick on a holiday; said Dispatcher shall receive only sick pay and be charged for that sick day, forfeiting holiday pay.

ARTICLE VIII

Vacations

Section 1. Vacation Eligibility. All full-time employees with the required seniority shall earn vacation leave with pay in accordance with the following schedule, it being understood that each such employee has an anniversary date of January 1.

| <u>Seniority Required</u> | <u>Vacation Leave</u> |
|---|---|
| Up to December 31 of year of hire | 1 day per month (employment must commence prior to 15th of month for first month eligibility) |
| After 1 year of employment | 12 days per year |
| After 5 years of employment | 15 days per year |
| After 10 years of employment | 18 days per year |
| After 15 years of employment | 20 days per year |
| After 20 years of employment and up to 25 years of employment | 1 day for each year of service with a maximum of 25 days per year. |

Section 2. Vacation Schedule. Vacation Schedule:

Seniority will be the controlling factor in scheduling vacations, in accordance with the applicable Township vacation policies.

The Township has the right to determine the number of employees who may take vacations at any one time.

No employee shall utilize more than two (2) weeks vacation at any one time without approval of his department head. If agreement cannot be reached, the matter shall be referred for action by the department head to the Municipal Administrator.

Section 3. Only due to extreme circumstances, employees covered by this contract may be permitted, with department head approval, to carry over a maximum of five (5) vacation days per year to the succeeding calendar year. Carry-overs must be scheduled by April 1st of the following calendar year. Such approval shall not be unreasonably withheld.

ARTICLE IX

Grievance Procedure

Section 1. A grievance is a complaint by an employee, the Union or the Township concerning the application or interpretation of this Agreement.

Section 2. Grievance Procedure. All grievances shall be handled in the following manner:

a. Step 1. An employee with a complaint shall notify his immediate supervisor within five (5) working days after the occurrence of the events giving rise to the complaint. The complaints shall be discussed informally by the employee and his immediate supervisor. Every effort shall be made to satisfactorily settle the complaint in this manner. The immediate supervisor shall give his disposition, subject to the approval of the Administrator of the Township or his designated representative, within five (5) working days.

b. Step 2. If the complaint is not satisfactorily settled by the verbal procedure, the complaint shall be reduced to a written grievance, signed by the employee and a representative of the Union, and presented by the Union to the Administrator of the Township or his designated representative within five (5) working days after receipt of the immediate supervisor's answer in the verbal procedure. Within ten (10) working days after receipt of the employee's written grievance, the Administrator of the Township or his designated representative shall meet with a representative of the Union to discuss the grievance. The Township shall respond to the written grievance and return it to the representative of the Union within ten (10) working days following said meeting. If the grievance is not satisfactorily resolved, it may be submitted to the Township Committee for final determination.

c. Step 3. If the grievance is not satisfactorily settled at Step 2, it may be appealed within ten (10) working days to the Township Committee, who shall schedule, hear, and determine the grievance within twenty (20) working days after receiving it.

d. Step 4. Step 4. Upon receipt of an adverse decision, the Union shall have thirty (30) calendar days to appeal such determination to Arbitration under procedures provided by the Public Employees Relations Commission (PERC). The cost of the Arbitrator and related fees to be borne one-half by the employer and one-half by the employee.

Section 3. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limit procedure is not followed by the employee or representative of the Union, the grievance shall be considered settled in accordance with the Township's last disposition. If the time procedure is not followed by the Township, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

ARTICLE X

Leaves of Absence

Every employee subject to this Agreement may be granted a leave of absence according to the applicable Rules and/or Regulations of the Department of Personnel.

ARTICLE XI

Sick Leave

Section 1. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to the applicable Rules and/or Regulations of the Department of Personnel.

Section 2. During the month of January, 1996 an employee may sell back at his/her previous years rate, any number of days he/she may choose to, in excess of thirty (30) days, totalling not more than four hundred dollars \$400.00. The number of an employee's sick days for the purpose of the sell back option is determined as of the end of December of the previous year.

During the month of January, 1997 an employee may sell back at his/her previous years rate, any number of days he/she may choose to, in excess of thirty (30) days totalling not more than two hundred (\$200.00) dollars. The number of an employee's sick days for the purpose of the sell back option is determined as of the end of December of the previous year.

As of January, 1998 the sick buy back option shall be deleted.

An employee's request for sell back must be made in writing, on a form to be furnished by the Township, and must be signed by the employee. This form must be returned to the Finance Office on or before November 15 of the respective year.

Section 3. - Upon retirement, each employee who has been employed by Hazlet Township (a) for not less than twenty-five (25) years or (b) for not less than ten (10) years so long as he/she is at least sixty (60) years of age, is entitled to the payment of sixty 60% percent of his/her accumulated sick time at his/her current rate up to a maximum of six thousand (\$6,000.00) dollars for 1995; 60% of his/her accumulated sick time at his/her current rate up to a maximum of six thousand, five hundred (\$6,500.00) dollars for 1996; and 75% of his/her accumulated sick time at his/her current rate up to a maximum of ten thousand (\$10,000.00) dollars for 1997.

ARTICLE XII

Funeral Leave

Section 1. When a full-time employee loses time from work because of the death of his spouse, father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, child, foster child, sister or brother, stepchild or stepparent, or other relatives living in the household, the employee will be paid by the Township his regular straight time rate of pay multiplied by the average number of hours in the employee's normal straight time work day for each day so lost from work, up to a maximum of three (3) days. Out of state funerals for the above listed relatives will entitle employee to five (5) bereavement days. No payment shall be granted where the employee fails to furnish the Township with reasonable proof of death, when requested, and any request for such payment based on false statements shall subject the offending employee to immediate

disciplinary action. All bereavement leave must be taken within fourteen (14) days of the associated demise.

Section 2. When a full-time employee loses time from work because of the death of his or her aunt, uncle, brother-in-law or sister-in-law, the employee will be paid by the Township his regular straight time rate of pay multiplied by the average number of hours in the employee's normal straight time work day, for not more than one (1) day so lost from work, during the period commencing with the day of the relative's death and ending with the day of the funeral or memorial service. It is understood that such payment will be made only when the employee is scheduled for work and would have worked except for the death of such relative.

The maximum benefit allowance in any case will be one (1) day's pay. No payment shall be granted where the employee fails to furnish the Township with reasonable proof of death, when requested, and any request for such payment based on a false statement shall subject the offending employee to immediate disciplinary action.

ARTICLE XIII

Section 1.

Jury Duty:

Employees performing jury duty shall receive their base wages (excluding any overtime, holiday pay, etc.) which they would have earned on the particular days involved, where such jury service falls on their regular scheduled work days, in addition to the amount received for the jury service. Employees called for jury duty must notify their supervisor or other superior at least one week prior to the date they are to report for jury duty and must furnish a copy of the summons.

Section 2.

Court Appearance:

If an employee is subpoenaed to appear in court during working hours as a party to a claim involving Township business, he shall receive time off with pay to attend the court. The employee is to notify, and furnish a copy of the subpoena to his supervisor, upon receipt thereof.

ARTICLE XIV

Safety and Health

Section 1. The Township will comply with the health and safety provisions of both the Department of Health and the Department of Labor of the State of New Jersey.

The Township shall at all times maintain safe and healthful working conditions.

ARTICLE XV

Hospitalization, Medical and Dental Insurance

A. Hospitalization, Medical, & Dental Insurance:

Section 1. Effective January 1, 1995, the Township shall provide coverage for full-time employees and all regularly scheduled white collar employees who are scheduled to work not less than three (3) full days per week, and their eligible dependents subject to a five (\$5.00) dollar per week payroll contribution starting July 1, 1995.

In the event both spouses work for Hazlet Township, only one will be provided coverage. In the event of the death of one spouse, the other employee shall be provided with health benefits coverage.

Section 2. The Township will provide a dental insurance plan which provides coverage for all eligible employees and eligible dependents; said plan will provide for a minimum of seventy-five percent (75%) of the cost of UCR (usual, customary and reasonable) services provided. Should the dental program carrier make available additional preventative and diagnostic coverage payment for an additional premium, the employee will have the option to have said coverage and the Township will deduct the premium for said coverage from the employees salary on a monthly basis and forward same to the dental insurance carrier.

Section 3. A prescription drug program will be provided for all eligible covered employees and eligible covered dependents subject to an unlimited three (\$3.00) dollar co-pay requirement for each covered prescription.

Section 4. The Township reserves the right to provide reasonably equal coverage through different carriers or plans for any and all of the various health benefit coverages provided by the Township.

Section 5. Effective January 1, 1997 an employee will be entitled to health benefits upon retirement for the employee only at the coverage rate upon retirement per state statute.

25 years of service for Hazlet Township with an age of 55 years.

or

15 years of service for Hazlet Township with an age of 62 years.

At age 65, Medicare becomes primary carrier, Township will pay supplemental rate.

Any increase in premium coverage after retirement shall be borne solely by the retiree. Retiree may provide coverage for spouse at prevailing rate, at his or her own cost, by reimbursing the Township on a monthly basis.

ARTICLE XVI

Military Leave

Any permanent employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. Any employee returning from military service shall be re-employed in accordance with the applicable Federal law and/or New Jersey Rules and/or Regulations of the Department of Personnel, and shall be entitled to any other benefits set forth in this Agreement, provided he satisfies the eligibility requirements established under this Agreement.

ARTICLE XVII

Seniority

Section 1. Seniority is defined as the total length of service of an employee with the Township commencing with his most recent date of hire.

Section 2. Subject to the Rules and/or Regulations of the Department of Personnel and whenever possible and practicable, employees with the greatest seniority will be given preference in temporary promotions, layoffs, recalls, shift assignments and vacation schedules.

Section 3. All regular appointments to positions in the competitive, non-competitive and labor divisions of the classified service shall be subject to a working test period of three (3) months in accordance with the provisions of the applicable Rules and/or Regulations of the Department of Personnel.

ARTICLE XVIII

Management Prerogative

Except as specifically modified, delegated or granted in this Agreement, all rights and powers the Township had, whether or not exercised, prior to the execution of this Agreement, shall be retained by the Township and remain exclusively in the discretion of the Township. Included in such rights, but not limited thereto, is the Township's right to manage and operate its facility; to contract or sub-contract work and/or services,

to direct the activities of the working force and to determine its size; to add, change or terminate departments or working shifts, to hire, transfer, promote and lay off employees; to discipline and discharge members of the working force for just cause or reason; to introduce new methods of operation and administration; to determine, establish or modify job standards; to automate any and all of its facilities or equipment; to introduce and change machinery, equipment and technical apparatus; to discontinue or start any operation, department or service which it deems desirable and to determine the method and equipment to be used for rendering all necessary services or otherwise operating its facility.

ARTICLE XIX

Rest Breaks

All employees shall receive one (1) fifteen (15) minute rest break during the morning of their normal work day without loss of pay. The break time shall be at the discretion of the Township as near the middle of the morning as may be determined by the Township.

ARTICLE XX

Classifications

The qualifications, duties, and responsibilities of every position shall be clearly defined and set forth in writing.

ARTICLE XXI

Wages

The wages for all employees in all job classifications covered by this Agreement shall be as set forth in the Salary Ordinances of the Township of Hazlet, and as further described by name and annual salary as set forth in the appropriate resolutions to be duly adopted.

Effective January 1, 1995 all employees shall receive a flat rate increase of four (4%) percent of total white collar salaries (evenly distributed).

Effective January 1, 1996 all employees shall receive an increase of four (4%) percent above their 1995 base salaries.

Effective January 1, 1997 all employees shall receive an increase of four and one-half (4.5%) percent above their 1996 base salaries.

Police Dispatchers

Effective January 1 1995 - the starting salary for each Police Dispatcher shall be \$18,000.00.

Effective January 1, 1995 - each Police Dispatcher shall receive a flat rate increase of four (4%) percent of all white collar salaries (evenly distributed).

Effective January 1, 1996 each Police Dispatcher shall receive an increase of four (4%) percent above their 1995 base salary.

Effective January 1, 1997 each Police Dispatcher shall receive an increase of four and one-half (4.5%) percent above their 1996 base salary.

ARTICLE XXII

Longevity

Section 1. Effective January 1, 1995 each employee shall receive annual longevity pay as follows:

1. Completion of five (5) consecutive years of service, six-hundred, fifty dollars (\$650).
2. Completion of ten (10) consecutive years of service, one thousand dollars (\$1,000).
3. Completion of fifteen (15) consecutive years of service, one thousand, three-hundred fifty dollars (1,350).
4. Completion of twenty (20) consecutive years of service, one-thousand, six hundred fifty dollars (\$1,650).

Effective January 1, 1996 each employee shall receive annual longevity pay as follows:

1. Completion of five (5) consecutive years of service, six hundred, seventy-five (\$675) dollars.
2. Completion of ten (10) consecutive years of service, one thousand, twenty-five (\$1,025) dollars.
3. Completion of fifteen (15) consecutive years of service, one thousand, three-hundred, seventy-five (\$1,375) dollars.
4. Completion of twenty (20) consecutive years of service, one thousand, six hundred seventy-five (\$1,675) dollars.

Effective January 1, 1997 each employee shall receive annual longevity pay as follows:

1. Completion of five (5) consecutive years of service, seven hundred (\$700) dollars.
2. Completion of ten (10) consecutive years of service, one thousand, fifty (\$1,050) dollars.
3. Completion of fifteen (15) consecutive years of service, one thousand, four hundred (\$1,400) dollars.
4. Completion of twenty (20) consecutive years of service, one thousand, seven hundred (\$1,700) dollars.

Section 2. Payment of the longevity benefit will be made about the first week in the month of December.

Section 3. Longevity will be paid pro rata as follows. In the event an employee is absent from duty for any reason, except for a valid work-related injury, for a period in excess of a total of three (3) months in a calendar year, exclusive of holidays, personal days, vacation time, and up to fifteen (15) days sick time, said employee shall forfeit and/or return to the Township a pro-rated portion of the allowance under this Article. Notwithstanding, in case of retirement, if an employee retires or on before the fifteenth (15th) day of a month, he will not receive longevity pay for any days of that month. If an employee retires after the fifteenth (15th) day of a month, he will be paid longevity pro rata until the end of the month. In any event, if any employee has been employed by the Township for more than twenty (20) years at the time of retirement, he shall receive longevity pay through the end of the quarter following his retirement.

ARTICLE XXIII

Job Related Injury

Any employee, who is injured while acting in the performance of his employment, shall receive full pay less the workers' compensation temporary disability payments to which he is entitled during the period of his absence from employment for up to fifty-two (52) weeks for each injury. Such payment shall begin on the date of his injury or on the first day he is unable to work because of said injury, whichever is later, without having such absence charged against his sick leave or vacation leave. This provision shall apply to the obvious job related injury.

If a claimed injury is questionable or disputed, i.e., it is suspected of having occurred at a time when the employee was not at work, or where the lost time results from a heart attack, stroke, mental condition, etc. which is claimed to be job related, the claim will first be reviewed by a screening committee to determine its validity. The screening committee shall be composed of the following persons:

- A. Supervisor of the Department
- B. A Delegate appointed by the Union
- C. The Township Municipal Administrator

The screening committee shall, within three (3) calendar days of being noticed of a questionable or disputed injury, meet and make recommendation to the Township Committee whether to commence or to deny the weekly pay to the employee. This recommendation may be made by a majority vote of the screening committee. If circumstances make it impossible for all three (3) members to convene within the stated time, then the remaining two (2) members shall meet and recommend by a unanimous vote. The Township Committee may accept or reject the recommendation of the screening committee and shall be entitled to rely on the decision of its workers' compensation carrier as to whether the employee's injuries are job related.

At any time that the workers' compensation carrier or the Workers' Compensation Division determines the injury is work-related and commences the payment of temporary disability payments, the Township will likewise pay the full weekly pay for the period covered by said payments (up to the maximum of fifty-two (52) weeks) less the amount of the worker's compensation temporary disability payments.

In any instance where the Township's carrier denies work relationship, this provision will become operative only after a decision by the Division of Workers' Compensation that the employee's injury was sustained in the performance of his employment. Pending the outcome of this decision, the employee may use any sick or vacation leave accumulated by him and shall later be credited with any time so used by relinquishment of any payments later received for the same period.

In the event workers' compensation payments have commenced and are subsequently discontinued by the workers' compensation insurance company, the Township Committee, prior to discontinuing its payments, will serve written notice on the employee of its intended action in sufficient time to allow the employee to meet and discuss the reversal with the Township Committee before the proposed action is taken.

In the event that a claim is found not to be job related, it is understood that the employee has the option to use any or all of his accumulated sick leave and vacation leave before receiving any other disability payments available to him.

The Township has the right to receive reimbursement from the employee for any monies expended by it as the result of any fraudulent or misleading claim by taking away any or all sick or vacation leave accumulated by the employee up to the amount owed. Such intention of proposed action must be served on the employee in writing in sufficient time to allow a meeting with the Township Committee to discuss the action before it is taken.

ARTICLE XXIV

Agency Shop & Union Dues

Agency Shop

Section 1. Purposes of Fee. All eligible non-member employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

Section 2. Amount of Fee. Prior to the beginning of each contract year, the union will notify the Township in writing of the amount of regular membership dues.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits finances through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

Section 3. Deduction and Transmission of Fee. After verification by the Township that any employee must pay the representation fee, the Township will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The Township shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

The Township shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

Section 4. Demand and Return System. The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union. The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Township. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system. If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

Section 5. Township Held Harmless. The Union hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings brought by an employee in the negotiations unit which arises from deductions made by the Township in accordance with this provision. The Township shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the Township as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

Section 6. Legal Requirements. Provisions in this clause are further conditioned upon all other requirements set by statute.

Section 7. Union Dues. The Township agrees to deduct twice monthly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the Township, the amount of monthly union dues. Dues shall be per month in such amount as may be certified by the CWA to the Township at least thirty (30) days prior to the month in which the deduction of union dues is to be made. Deduction of union dues made pursuant hereto shall be remitted by the Township to the CWA, c/o Treasurer, Communication Workers of America, Local 1032, 900 Brunswick Ave., Trenton, New Jersey 08638, by the tenth (10th) day of the month following the calendar month in which deductions are made, together with a list of employees from whose pay such deductions were made.

The CWA agrees to indemnify and hold the Township harmless against any and all claims, suits, orders of judgments brought or issued against the Township with regard to the dues check-off except for any claims that result from negligent or improper acts of the Township or its agent or servants.

1. Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Township prior to December 15 of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

2. The Township will immediately supply the Union a copy of any request to halt dues.

3. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change, and shall furnish the Township a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

ARTICLE XXV

Miscellaneous Provisions

Section 1. No employee shall make or be requested to make any agreement, or to enter into any understanding, inconsistent or conflicting with the terms of this Agreement.

Section 2. Employees shall not be charged money for, loss or damage of or to the Township's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Township unless reasonable determination is made that the loss or damage was the result of negligence on the part of the employee.

Section 3. Regular full time Police Radio Dispatchers shall, after completion of the remainder of the calendar year of their first year of employment, receive six hundred, fifty (\$650.00) dollars as a uniform and shoe allowance effective January 1, 1995; seven hundred (\$700.00) dollars effective January 1, 1996, and seven hundred, fifty (\$750.00) dollars effective January 1, 1997; it being understood that, as a condition of their initial employment, they shall be furnished, without cost, the complete basic uniform in accordance with past

practice. Payment thereof will be made on or before June 1, or upon adoption of the budget. In the event a Dispatcher is absent from duty for any reason for a period in excess of a total of three (3) months in a calendar year, exclusive of holidays, personal days, vacation time, a valid work-related injury or injuries, and up to fifteen (15) days sick time, said employee shall forfeit and return to the Township a prorated portion of the allowance under this Section.

ARTICLE XXVI

Personal Days

Each employee covered under this Agreement shall receive three (3) personal days per year. Personal days shall not be carried over from year to year and must be used during the year acquired.

ARTICLE XXVII

Hours of Work and Overtime

Section 1. The normal work week for employees covered under this Agreement shall be from 8:30 A.M. until 4:30 P.M. consisting of a thirty-five (35) hour work week, seven hours per day, five (5) consecutive days per week, from Monday through Friday. Recognized regularly scheduled part-time employees covered in this agreement, who are scheduled to work not less than twenty-one (21) hours per week, seven hours per day, shall work within the same work week and work hours.

From the first Monday in June until the first Monday in September, the work day for employees covered under this Agreement shall commence at 8:00 A.M. and terminate at 4:00 P.M. and this includes a one (1) hour unpaid luncheon period.

Employees excluded from the normal work week hours are police dispatchers, certain clerical employees of the police department, road department and recreation department.

Section 2. Any work performed beyond thirty-five (35) hours in any work week shall be considered overtime and shall be compensated for at one and one-half ($1\frac{1}{2}$) times the regular hourly rate of pay provided work is within job category.

Section 3. Where a holiday falls within an employee's regular work week and the employee works his entire regular work week, he shall be compensated for same at his regular rate and one and one-half ($1\frac{1}{2}$) times his regular rate for working on the holiday.

Section 4. Overtime shall be distributed as equally as practicable among the employees within the department qualified and capable of performing the work available. Overtime work offered but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

Section 5. When an employee is required to work on a Saturday, Sunday or holiday, he shall be guaranteed a minimum of two (2) hours work for pay at the time and one-half rate and such employee will be present and available to work for such minimum time. This, however, is not applicable to Police Dispatchers who are regularly scheduled on these days.

ARTICLE XXVIII

Waiver

Except by mutual agreement, the parties agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

ARTICLE XXIX

Union Leave

Members of the bargaining unit who are designated by the Union shall collectively be granted up to five (5) aggregate work days per calendar year with full pay to attend Union business and/or training.

ARTICLE XXX

Disability Plan

All employees in the bargaining unit will be covered by the New Jersey State Temporary Disability Plan or an equivalent private disability plan. A copy of this plan is to be provided to each employee. It is understood that this plan or a plan with equivalent benefits shall require the employee to make a contribution equal to the New Jersey State Plan.

ARTICLE XXXI

Duration

This Agreement shall become effective on the first day of January 1995 and shall continue in full force and effect and expire on the 31st day of December 1997. If either party desires to amend and/or terminate this Agreement, it shall, at least sixty (60) days prior to the above termination date, give the other party written notice. If no notice is given, this Agreement shall continue in effect from year to year thereafter.

IN WITNESS WHEREOF, the parties have hereunto, by their duly authorized representative, executed this Agreement the day and year first above written.

ATTEST:

Angela Inguis-Boon

TOWNSHIP CLERK
(MUNICIPAL SEAL)

HAZLET TOWNSHIP

By: Mary Jane Wiley
MAYOR OF HAZLET TOWNSHIP

LOCAL 1032 C.W.A.

ATTEST:

Allen E. Gada

By: Nicholas R. Gallicchio
NICHOLAS R. GALLICCHIO
REPRESENTATIVE

By: Marcel Curran
WHITE COLLAR NEGOTIATOR

By: Mary Jo Celusteno
WHITE COLLAR NEGOTIATOR

By: Steve McHatt
WHITE COLLAR NEGOTIATOR

By: Amanda Nease Guter
WHITE COLLAR NEGOTIATOR

Dated: July 14, 1995

