

Contract no 1419

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RESOLUTION # 116-1992

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF EAST HANOVER AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EAST HANOVER EMPLOYEES ASSOCIATION AND THE TOWNSHIP

WHEREAS, the Township Council entered into negotiations with the East Hanover Employees Association in order to provide a collective bargaining agreement with would cover the period January 1, 1992 through and including December 31, 1993; and

WHEREAS, the parties, having concluded negotiations, have agreed upon the terms and conditions of employment and same have been memorialized by way of an Agreement, a copy of which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of East Hanover that it does hereby authorize the aforementioned Agreement and does hereby authorize the Mayor and Township Clerk to execute same on behalf of the Township.

TOWNSHIP OF EAST HANOVER

*Lawrence J. Colasurdo*

LAWRENCE J. COLASURDO  
MAYOR

ATTEST:

*Marilyn J. Snow*  
MARILYN J. SNOW  
TOWNSHIP CLERK

ROLL CALL

COUNCILMAN SULLIVAN  
COUNCILWOMAN KEATING  
COUNCILMAN CIACCIARELLI  
COUNCILMAN MAENZA  
MAYOR COLASURDO

YES	NO	ABSTAIN	ABSENT
			<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			

I, Marilyn J. Snow, hereby certify this is a true copy of a Resolution adopted by the Township Council of the Township of East Hanover at the Regular Meeting held on June 18, 1992.

*Marilyn J. Snow*

Contract no. 1419

**A G R E E M E N T**

**Between**

**THE EAST HANOVER**

**EMPLOYEES ASSOCIATION**

**and**

**THE TOWNSHIP OF EAST HANOVER**

**Dated as of January 1, 1992**

**Terminating December 31, 1993**

6/15/92

PREAMBLE

This agreement, made and entered into this first day of January, 1992, by and between the Township of East Hanover, a municipal corporation in the County of Morris and State of New Jersey (hereinafter referred to as the "TOWNSHIP") with offices at the Municipal Building, 411 Ridgedale Avenue, East Hanover, New Jersey and The East Hanover Employees Association (hereinafter referred to as the "ASSOCIATION"), represents the complete and final understanding on all bargainable issues between the TOWNSHIP and the ASSOCIATION and is designed to maintain and promote a harmonious relationship between the TOWNSHIP and such of its employees who are covered by ARTICLE I, SECTION A, in order that more efficient and progressive public service may be rendered.

ARTICLE I  
RECOGNITION

(A) INCLUDED

The TOWNSHIP hereby recognizes the ASSOCIATION as the sole and exclusive negotiation agent for all regular ~~full-time~~ employees presently and hereafter employed by East Hanover Township in the titles listed in ~~Schedule A~~.

(B) EXCLUDED

Excluded shall be all employees of the TOWNSHIP in the following classifications, ~~part-time~~ employees any employee who is regularly scheduled to work thirty (30) or less hours per week, members of P.B.A. 227, Department Heads, and the Township Clerk, the Township Administrator, and "Confidential employees" as stated in N.J.S.A. ~~9:113A-3(d)~~.

(C) SUBSEQUENT CLASSIFICATIONS

1. The Township shall have the right to determine whether any job title, classification or category shall be included or excluded from the bargaining unit as defined by the Agreement. However, the Township shall notify the Association concerning any exclusion or inclusion of future classifications.

ARTICLE II

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Township agrees to adhere to all Federal and State statutes and regulations concerning equal employment opportunities. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied by the Township and the Association in a manner which is not discriminatory. Any alleged employment discrimination on the basis of race, creed, color, religion, national origin, age, military status, sex, physical handicap or marital status against any persons covered by this Agreement shall be subject to the grievance procedure set forth herein.

ARTICLE III

NEGOTIATION OF SUCCESSOR AGREEMENT

(A) The Township and the Association agree to conduct negotiations in as professional and informal a way as possible and in accordance with Chapter 303, Public Law of New Jersey of 1968 as amended, by Chapter 123, Public Law of New Jersey 1974 (N.J.S.A. 34:13A-1 et seq.). These negotiations will be on matters concerning terms and conditions of employment for all members of the bargaining unit.

(B) Each party shall make a good faith effort by October 1 of the year preceding the date this Agreement expires, to state to the other party its intention to initiate negotiations over a successor agreement.

(C) Such negotiations shall begin not later than November 1 of the year preceding the date this Agreement expires. Each party shall be entitled during negotiations to make proposals and counter-proposals.

## ARTICLE IV

### SCOPE OF AGREEMENT

(A) The Township and the Association acknowledge that during negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective negotiations. The Township and the Association have negotiated in good faith with respect to these subjects and the understanding and agreements arrived at by and between the parties after the exercise of that right, are set forth in this Agreement.

(B) The parties agree that, for the duration of this Agreement, there shall be no obligation on either party to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. This Agreement may not be altered, changed, added to, deleted from or modified in whole or in part, except by an instrument in writing duly executed by both parties.

ARTICLE V

EFFECT OF CONTRACT

This Agreement is in lieu of all other contracts or understandings with respect to wages, hours, rates of pay or other conditions of employment, either oral or written, heretofore or now existing between the parties. The Township shall not be bound by anything not expressed in writing herein. No provision in this Agreement shall be modified, amended or altered except by an instrument in writing executed by the parties hereto.



## ARTICLE VI

### MANAGEMENT RIGHTS

A. Notwithstanding any provision of the Agreement, the Township hereby retains and reserves unto itself all rights, powers, duties, authorities and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and all local, state and federal laws.

B. In order to effectively administer the affairs of the Township and to properly serve the public, the Township hereby reserves and retains unto itself, without limitations as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law. The Township retains all rights of Management previously enjoyed or exercised by the Township including but not limited to the following rights:

1. To manage and administer the affairs and operations of the Township including the rights of management personnel to perform bargaining unit work.
2. To direct its working forces and operations.
3. To hire, promote, transfer and assign employees.
4. To demote, suspend, discharge and otherwise take disciplinary action against employees.
5. To take necessary action in emergencies.
6. To determine standards of selection for employment.
7. To determine standards of performance of employees.
8. To evaluate employee performance.

9. To determine the methods, means, and personnel by which the Township's operations are to be conducted.
10. To determine the content of job classifications and descriptions
11. To promulgate rules and regulations, from time to time, which may affect the orderly and efficient administration of the Township.

B. Nothing contained in this agreement shall operate to deny , or restrict, the Township in the exercise of its powers, rights, responsibilities and authority pursuant to the laws of this state or of the United States.

## ARTICLE VII

### GRIEVANCE PROCEDURE

#### Section 1: Definition

This Grievance Procedure shall be in full effect for the period covered by this Agreement.

A. Grievance - For the purposes of this grievance procedure, the term "grievance" shall mean any dispute concerning the interpretation, application or any alleged violation of a specific written provision of this Agreement.

B. Immediate Superior: An employee's immediate superior is the person to whom the aggrieved employee is directly responsible.

C. The term "grievant" shall mean an employee of the Township who is a member of the Association.

#### Section 2: Purpose

The purpose of the grievance procedure is to secure an equitable solution to the problems affecting employees arising during the term of this Agreement.

#### Section 3: Informal Procedure

The parties agree that disputes shall be resolved at the lowest possible level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his or her immediate superior. In the event that such discussions fail to produce a satisfactory resolution of the complaint it shall only then be reduced to writing and submitted

as a grievance.

Section 4: Formal Procedure

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

B. Grievant must file his or her grievance in writing with his or her immediate superior within two (2) working days after the grievant has availed him or herself of the procedure outlined in Section 3 above of the occurrence of the matter complained of, or within two (2) working days of presumed knowledge of the occurrence giving rise to the grievance. Failure to act within said time period shall constitute an abandonment of the grievance.

STEP 1: Immediate Superior/Department Head. Once timely filed, the grievant shall discuss the grievance with his or her immediate superior. If the grievant is not satisfied with the resolution or if no resolution is made within three (3) working days by the immediate superior, the grievant must present his or her grievance to his or her Department Head for further consideration, unless said immediate supervisor is the grievant's Department Head in which case the grievance shall be presented to the next highest executive authority, such as the Township Administrator, or a designee of the Mayor, as the case may be in the discretion of the Mayor.

STEP 2: Grievance Committee. In the event there is not a satisfactory resolution of the grievance by the Department Head

at Step 1 or an answer given within three (3) days the aggrieved employee may present his or her grievance to the Township Grievance Committee within five (5) working days thereafter. This committee shall be comprised of the Township Administrator and two persons appointed by the Township Council. Upon receipt of the grievance, this Committee shall, if necessary, schedule a hearing to hear the grievance and render a decision thereon within ten (10) working days.

STEP 3: Township Council. In the event there is not a satisfactory resolution of the grievance at Step 2 or a decision rendered by the Township Grievance Committee within the time allowed, the aggrieved employee may appeal to the Township Council, in writing within five (5) working days thereafter, by use of a mutually approved grievance form. The aggrieved employee may, at this time, also request a hearing before the Township Council in writing. The Township Council shall make a determination within thirty (30) days from the receipt or hearing of the grievance and shall give written notification to the aggrieved employee of its determination. This time may be extended by mutual agreement of the parties. The decision of the Township Council shall be final and binding.

Section 5:

Failure on the part of the grievant to appeal the answer to the next higher step shall be deemed an acceptance of the Township's previous answer. The grievant shall waive his/her rights to appeal the grievance to any other steps in the Grievance

Procedure. Failure on the part of the Township to submit a written disposition within the prescribed time limits shall allow the grievance to the next step.

Section 6:

The time limits set forth in this provision may be extended in writing by mutual agreement of the Association and Township.

Section 7: Association Representation

At the request of the aggrieved employee, the Association President may participate in the grievance procedure at Steps Two and Three.

ARTICLE VIII

WORK WEEK AND OVERTIME

Section 1.

A. WORK HOURS

The normal work week for all Association members shall consist of five (5) consecutive days, Monday through Friday. The normal work days, starting time, and quitting time shall be as follows:

1. Department of Public Works and Recreation Maintenance Employees.

<u>Work Day</u>	<u>Starting Time</u>	<u>Quitting Time</u>
7 1/2 hours	7:00 A.M.	3:30 P.M.

2. Department of Public Works and Recreation Administrative Employees.

<u>Work Day</u>	<u>Starting Time</u>	<u>Quitting Time</u>
7 hours	7:30 A.M.	3:30 P.M.

3. For all other full time employees.

<u>Work Day</u>	<u>Starting Time</u>	<u>Quitting Time</u>
7 hours	8:30 A.M.	4:30 P.M.

4. In an emergency, the Department Heads may vary starting and quitting time hours as required.

B. It is also recognized that the aforementioned work schedule for the Department of Public Works and the Recreation

employees may vary for certain seasonal operations.

C. When a lunch period is authorized during a normal work period, one hour is allowed for that purpose, with a specific time assigned to each employee by the Department Head in order that duty stations be covered at all times during the working day.

D. All employees shall receive two fifteen minute break periods during each normal working day; one fifteen minute break in the morning and one fifteen minute break in the afternoon.

E. Any changes in the Township office hours must be authorized by the Township Administrator, except where an emergency exists.

Section 2.

OVERTIME

A. OVERTIME

(1) All employees, except as otherwise provided herein, shall be paid time and half of their hourly rate of pay for work beyond the normal tour of duty as stated in ARTICLE VIII (A). ~~After six (6) continuous hours of overtime employees shall be paid double-time which shall be in half-hour increments.~~ Such overtime requires prior approval by the immediate supervisor and subsequent written approval by said supervisor to the Township Administrator, if no Administrator is available, then the Chief Financial Officer.

(2) Overtime, as set forth above, shall be paid when an employee who is eligible to receive it is required to work in excess of a completed tour of duty on a regularly scheduled day or on an official holiday.



## B. MINIMUM GUARANTEE

An employee called out to work outside his or her normal working hours as stated in ARTICLE VIII (A.) shall receive a minimum of two (2) hours pay at the overtime rate of pay, except when the overtime is contiguous to a normal work day, the employee will be paid for the overtime as stated in Article VIII, Section ~~(2)~~ (1).

### Section 3. COMPENSATORY TIME

A. All compensatory time shall be in compliance with the Fair Labor Standards Act, ("F.L.S.A.") Sections 7.1 to 7.8, inclusive, and in accordance with all changes as of the 1985 Amendments as designated in the F.L.S.A. Sections 7.1 to 7.8 inclusive.

#### B. Compensatory Time Off

All employees shall be eligible for compensatory time off for hours worked beyond their normal tour of duty, in lieu of overtime, at the sole discretion of the Township.

ARTICLE IX

HOLIDAYS

A. All employees shall be entitled to the following days designated as official holidays with pay, which holidays will be celebrated on the days specified, as follows:

New Year's Day

Martin Luther King, Jr. Birthday (floating)

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

General Election Day

Thanksgiving Day and Friday thereafter

Christmas Day

OPEN

\* A floating Holiday will be used at the discretion of the employee with approval of the respective Department Head. Offices will remain open.

B. Employees who are required to work on the recognized

holidays noted in this Article shall be entitled to receive the regular straight time pay to which such employees would be entitled had they not worked said holiday and shall in addition be paid at the rate of one and a half times their hourly rate for the actual hours they worked on said holiday.

C. To be entitled for holiday pay, an employee must have worked his/her full scheduled work day immediately before and after the holiday unless his/her absence is authorized. Authorized leave with pay shall include:

Vacation Leave

Personal Leave

Bereavement Leave

Authorized Sick Leave

D. If a holiday falls on a Saturday, the preceding Friday shall be celebrated. If the holiday falls on a Sunday, the following Monday shall be celebrated.

ARTICLE X

VACATIONS

A. All non-probationary bargaining unit employees covered by this Agreement shall be granted vacation with pay, if eligible, according to the following schedule:

B. The status of each employee with respect to annual vacation credits shall be determined on the anniversary date of each employees appointment as a regular full time employee of the Township of East Hanover.

C. All vacations will be scheduled in the first quarter of the year based on seniority. Eligible employees must submit a written request for the time off preferred, no later than March 15 of each year.

D. Upon the death, retirement, or termination of employment for any reason, there shall be paid to said employee or his or her estate, a sum equal to one (1) day of pay for each accumulated unused vacation day. Payment shall be in one ~~lump-sum~~ payment exclusive of pension benefits or payments.

E. If any official holiday as designated in Article ~~IX~~ (A.) occurs during an employee's vacation, he or she will be entitled to an additional vacation day in lieu of said holiday.

F. Any employee hired prior to July 31 shall be entitled to five (5) vacation days in that year. Any employee hired after July 31 shall accumulate one (1) vacation day for each thirty (30) days worked up to December 31 of said calendar year. From January 1 to December 31 of the following year, said employees shall receive ten

(10) vacation days.

G. Vacation pay will be computed on the basis of the employee's regular base rate of pay at the time of the vacation.

H. There shall be no accrual of vacation time from year to year, in excess of ten (10) vacation days. Vacation time not taken in the contract year in which it is earned in excess of ten (10) days will be lost.

I. All vacation time shall be calculated based on continuous years of service and on a calendar year basis. The vacation period for each year shall be as follows:

- (1) January 1 following the completion of two (2) years of service - three (3) weeks vacation.
- (2) January 1 following the completion of five (5) years of service - four (4) weeks vacation.
- (3) January 1 following the completion of ten (10) years of service - five (5) weeks vacation.
- (4) January 1 following the completion of fifteen (15) years of service to retirement - six (6) weeks vacation.

J. No part of any employee's scheduled vacation may be charged to sick leave except that nothing herein shall be construed to effect Employees' rights pursuant to Sub-Section 1-F of Article XII.

ARTICLE XI

ABSENCE AND LEAVES OF ABSENCE

Section 1. Absences

A. Absences from duty are classified as "illness", "vacation", or "other", and are to be noted on the time reports. An authorized leave of absence will be reported as "illness" or "other" depending on its nature. Days off charged to "other" shall be left to the discretion of the Department Head. The reason for each absence listed on the time report as "other" will be noted thereon, with a statement whether or not it is approved by the Department Head; or in cases of a Department Head approval by the Township Administrator.

B. Each employee must notify his or her Department Head of any absence from duty. If not possible to do so in advance of the working day, the report shall be made by telephone or otherwise at least one (1) hour prior to employee's starting time. If not possible to contact the Department Head, the employee shall notify the Township Administrator. Failure to notify the Department Head and/or Township Administrator shall be cause for denial of the use of sick leave for that absence and shall constitute cause for disciplinary action up to and including termination.

Section 2. Sick Leave

A. All employees shall be entitled to accumulate one (1) working day of sick leave (12 total days per year) with pay for

each completed month of service to be used only in case of illness.

B. In cases of reported illness or disability, the Township reserves the right to have a physician designated by the Township examine and report on the condition of the employee to the Township Administrator.

C. When the absence on account of illness or disability does not exceed three (3) days, the employee's statement of the cause will be accepted without a supporting statement from his or her physician. The Governing Body, may in cases of frequent illnesses, have an employee examined by a designated physician, in order to determine the physical illness of an employee. The Township Administrator also has the right to waive such a requirement, or may require an employee to be examined by a physician designated by the Township for the purpose of certifying the employee as fit for duty before that employee returns to work.

D. During prolonged periods of illness or disability, the Township Administrator may require periodic reports on the condition of an employee from the attending physician. When under medical care, during periods of sick leave, employees are expected to conform to the instructions of the attending physician, if they wish to qualify for sick leave benefits.

E. Any sick leave payments exceeding the accumulated sick leave of an employee requires the approval of the Township Council.

F. Any employee certified by an accident report as being absent on account of disability due to an accident or illness directly caused in the line of his or her work shall not have such

absence charged against his or her sick leave.

G. Any employee on sick leave and receiving his or her normal compensation who in addition qualifies for payments under Worker's Compensation weekly benefits shall during the period he or she is receiving said benefits be entitled only to that portion of his or her regular salary which, with the Worker's Compensation payments, equals their normal salary.

H. No employee, while on sick leave from the Township, shall be elsewhere or otherwise employed or engaged in any outside work or employment.

I. Any employee with at least five (5) years of service who retires, is permanently separated, or who voluntarily leaves the service of the Township shall be entitled to one half (1/2) days' pay at his or her regular straight time rate for each day up to a maximum of two hundred (200) days of unused sick leave credited to them at the time of his or her separation from the Township's payroll.

2. An employee applying for payment of unused sick time must submit said request, in writing to the Township Administrator no less than thirty (30) days prior to the date of separation from the Townships' payroll. Failure to do so may subject employee to forfeiture of unused sick time. Employee shall be paid for unused sick time on a bi-weekly installment basis until said time runs out.



### Section 3. Personal Days

A. Personal days may be granted by the Department Head in the event of emergency situations only. Requests for personal days must be submitted to the Department Head seventy-two (72) hours in advance of the use of said personal days. The Department Heads' decision shall be the final determination of any personal day(s) requested; except where otherwise indicated under Article IX.

### Section 4. Bereavement Leave

A. In the event of a death in the immediate family of an employee, or the death of a relative who resides with the employee, or the death of a relative with whom the employee lives, the Township will grant an absence with pay to the employee from the date of death to the day after the funeral. Department Heads may grant special consideration.

B. Immediate family is defined to mean father, mother, father-in-law, mother-in-law, sister, brother, husband, wife, child, grandparent, or any relative living in the household with the employee.

C. In the event of a death in the family not mentioned in (A) or (B), the Township will provide one (1) personal day of bereavement leave shall be granted to the employee to attend the funeral services

### Section 5. Marriage

A. Any employee applying for personal leave in the event of said employees' marriage will be granted five (5) working days of personal leave.

### Section 6. Leave of Absence Without Pay

A. A leave of absence without pay may be requested by an employee who shall submit in writing all facts bearing on the request to his or her Department Head, who will append his or her recommendation and forward the request to the Township Administrator for Township Council action. Each case will be considered on its merits and will not establish a precedent. Leaves of absence without pay will be limited to a maximum of six (6) months.

### Section 7. Jury Duty

A. If any employee is legally selected for jury duty, every effort shall be made to enable such employee to serve as juror. The Department Heads shall use every reasonable endeavor to aid said employee in performing jury duty. Each employee shall be paid for time served as a juror at their regular rate of pay providing that any compensation received as a juror shall be turned over to the Township Treasurer immediately upon its receipt.

### Section 8. Military Leave

A. Any employee who is a member of the National Guard or Naval

Militia or a reserve component of any of the Armed Forces of the United States, who is required to undergo annual field training or annual active duty training, shall be granted a leave of absence with pay for the period of such training, not to exceed two (2) weeks each year providing that any compensation received for reserve duty be turned over to the Township Treasurer immediately upon its receipt. Such leave shall be in addition to his or her regular vacation leave. All of the above is subject to state and federal statutes.

#### Section 9. Terminal Leave

A. Any employee with at least twenty-five (25) years of continuous service, who applies for retirement shall receive ninety (90) working days of terminal leave with full wages and benefits. Terminal leave shall commence ninety (90) working days prior to the effective date of retirement and the employee shall not be required to report for or to perform any duties during this period.

B. An employee applying for Terminal Leave must submit said notification, in writing to the Township Administrator no less than ninety (90) days, prior to the effective date of retirement. Failure to do so may subject employee to forfeiture of Terminal Leave benefits.

C. Payments for Terminal Leave shall be on a bi-weekly instalment basis.

Section 10. Maternity Leave

A. Maternity leave and benefits are provided for under short term disability. Employees applying for maternity leave shall be covered by the Township under short term disability or its equivalent.

ARTICLE XII

HEALTH AND LIFE BENEFITS

Section 1. Health and Medical Benefits

A. The Township shall provide for and pay all premiums, unless otherwise stated, in connection with the following benefits for each employee and his or her family.

B. Health and Medical

- (1) A comprehensive Blue Cross and Blue Shield program or its equivalent as listed with the New Jersey State Health Benefits program.
- (2) A comprehensive Major Medical Policy
- (3) In the event of the death of an employee, the Township will pay the costs of continuing coverage for the decedent's surviving spouse until he or she remarries and for all eligible children subject to the same limitations as would be applicable had the decedent continued in active employment with the Township.

C. Life Benefits

A life insurance policy equal to three times his or her annual salary, as provided by Canada Life, or its equivalent.

D. Dental Health Benefits

A dental plan providing for the benefits as defined in the Canada Life Plan or its equivalent.

E. Long Term Disability Insurance

Canada Life or its equivalent.

F. Short Term Disability

As provided by the Township to include the following or its equivalent:

- (a) Coverage up to thirteen (13) weeks;
- (b) Begins after eighth (8th) day of continuous disability;
- (c) Coverage; sixty-six and two-thirds percent (66 2/3%) of base earnings; maximum \$300.00 per week;
- (d) Short Term Disability coverage begins after individual's accumulated sick time is used up.

G. Prescription Plan - Blue Cross or its equivalent. This Plan shall include a \$2.00 co-payment.

H. Health and Medical Benefits

- (1) Adoption of provisions of chapter 88, P.L. 1974 of New Jersey (N.J.S.A. 52:14-17, 38) whereby the Township will pay the costs of continuing coverage of Blue Cross/Blue Shield, or its equivalent, Major Medical, and benefits as stated in this Article XII Section 1D, G, and H or its equivalent, for all employees and their spouse after twenty-five (25) years of continuous service upon retirement.
- (2) In the event of the death of an employee, as stated in this Article XII, Section 1H(1), the Township will pay

the cost of continuing coverage for his or her surviving spouse, until he or she remarries, and dependents as would be applicable had the deceased continued in active employment.

## ARTICLE XIII

### CLOTHING ALLOWANCE

A. Eligible Employees of the Department of Public Works, (excluding clerical staff), the Recreation Maintenance Force, the Police Dispatcher(s), and Engineering Field Inspectors shall, after one (1) year of service, receive an annual clothing allowance for the purpose of purchasing uniforms and protective clothing as set forth in this agreement.

B. Employees as stated herein shall be responsible for maintaining a neat and orderly appearance while on their tour of duty as required by their supervisor or department head. The employees of the Department of Public Works, the Recreation Maintenance Force, and Engineering Field Inspectors shall be responsible for purchasing and maintaining foul weather gear and clothing requirements as follows:

- (1) Employees shall purchase and wear on the job, dark blue pants and light blue shirts. Shirts shall have no insignia or lettering other than designation of the department ~~or unit~~ he or she works in.
- (2) Employees shall purchase and wear while on the job, one dark blue spring jacket and one dark blue winter jacket with appropriate lettering ~~identifying~~ the department or unit the employee works in.
- (3) Employees will purchase and wear at all times on the job



steel toe work shoes or boots.

(4) Employees will purchase foul weather gear and protective rubber boots.

(5) Employees not conforming to the ~~above-mentioned~~ policy will be subject to disciplinary action up to and including discharge by the Township and forfeiture of monies paid to the employee for the purposes of purchasing said clothing and equipment.

C. The annual clothing allowance for the term of this agreement shall be as follows:

1992	1993
\$600.00	\$600.00

D. The annual clothing allowance shall be paid to said employees by distinct and separate check within thirty (30) days following the adoption of the budget, or on the first pay period after July 1 of each year, whichever shall come first.

E. Any additional and required safety equipment and clothing as jobs or assignments may require, shall be provided for by the Township at no cost to the ~~above-mentioned~~ employees.

F. The Township Safety Committee shall endeavor to ensure the safety of employees where special equipment and clothing is necessary, i.e., safety goggles, hard hats, rubber gloves,

breathing apparatus, and the Township Safety Committee shall make recommendations from time to time to the Township Council as to the purchase of aforementioned clothing and equipment.

ARTICLE XIV

RATES OF PAY AND COMPENSATION

Section 1.

A. In 1992, each employee of the Association shall receive an adjusted base salary as listed in Schedule "A" of this document.

B. In 1993, each employee of the Association shall receive a five-and-one-half percent (5½%) pay increase added to their 1992 base salary as set forth in Schedule A of this Agreement.

Section 2.

A. The Township shall have the right to create new job titles, classifications, and rates of pay for any position not listed in Schedule "B" for the purpose of promotion or change of job classification. The Township must notify the Association of any and all changes or adjustments to Schedules "A" and "B".

B. All individuals newly employed by the Township shall receive compensation at a salary within the range specified in the annual salary ordinance for their respective classification. The Township shall set the salary for all newly employed individuals. The Township shall notify the Association of all new appointments and additions to Schedules "A" and "B".

Section 3.

The Township agrees to pay annual salaries in twenty-six (26) bi-weekly installments.

Section 4.

A. In addition to salaries and other benefits all employees shall receive longevity pay at the rate of two percent (2%) of the current base pay, for the completion of each four (4) years of continuous employment up to and including a maximum of ten percent (10%).

B. Longevity pay will be added to the base salary and paid in bi-weekly installments.

C. Payments for longevity shall be based on anniversary date of hire. Longevity accrued from anniversary dates of hire prior to July 2 shall be retroactive to January 1 of the affected year. Longevity accrued from anniversary dates of hire from July 2 to December 31 shall take effect on January 1 of the year following the year in which the longevity was accrued.

D. Longevity payments shall be included for purposes of pension calculations, overtime, vacation pay, sick leave pay, and terminal leave pay.

Section 5.

A. Any employee with a minimum of two (2) years service with the Township, whose employment with the Township is terminated by the Township other than those specific situations listed in Article ~~XVII~~ of this document shall receive two (2) weeks severance pay, payable to the employee on his or her last day of employment with the Township.

ARTICLE XV

ASSOCIATION DUES AND CHECK OFF

Section 1.

A. The Township agrees to deduct from the pay of those employees who are subject to this agreement, dues for the Association. Said deductions shall be in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(ⓐ) as amended. Said monies together with records of any corrections shall be transmitted to the Association Treasurer following each bi-weekly pay period. Such authorization shall continue in effect until it is formally revoked in writing to the Township Treasurer, and will be effective on the next January, or July, following receipt by the Township.

B. If during the life of this agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.

Section 2.

A. The Association will provide to the Township Treasurer the necessary "check-off authorization" forms for employees who individually and voluntarily request in writing that such deductions be made on a form mutually agreeable between the Township and the Association an consistent with applicable law.

B. The Township agrees to deduct an agency fee in the amount of eighty-five (85) percent of the Association's regular membership due for each non-member employee subject to this agreement, as stated in N.J.S.A. 34:13A-5.5(b) and 5.6 as amended February 27, 1980 and any regulations promulgated thereunder.

Section 3.

A. The Association agrees to indemnify, and hold harmless the Township from any cause of action, claims, loss or damages as a result of the aforementioned ~~clause~~, including, but not limited to any claims from any non-union members for excessive or improper disbursement of agency shop fees or dues deducted from the salaries of ~~non-members~~ of the Association.

ARTICLE XVI

NO - STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this agreement neither the Association nor any person acting in its behalf, including but not limited to officers, agents and members 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 wilful absence of an employee from the full, faithful, and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout, picketing or any other activities by the Association which interferes with the operation of the Township. The Association agrees that such action would constitute a material breach of this agreement. Any employee who violates this Article shall be subject to disciplinary action, up to and including termination.

B. The Association, its officers, agents, representatives and members, shall not in any way, on behalf of the Association, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any strike in violation of this Article.

C. The Association, its officers, agents, representatives and members will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Township. Such affirmative action will include all reasonable steps to halt and cease the prohibited actions including but not



be limited to the Association sending notice to all employees directing the employees to cease with such activities immediately, within twenty-four (24) hours of a request by the Township.

C. Nothing contained in this agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

## ARTICLE XVII

### DISCIPLINARY ACTION

A. Any employee covered by this agreement shall be subject to disciplinary action, up to and including termination, as determined by the Township Administrator, in conjunction with the Township Council in each case, according to the nature of the infraction of rules, regulations, orders, and policies of the Township. For purposes of example, the following causes are subject to disciplinary action up to and including discharge:

- (1) Intoxication from alcohol or other mind-altering substance not taken pursuant to a valid, current legitimate prescription on the job.
- (2) Insubordination or willful disobedience of orders or other serious breach of discipline.
- (3) Indecent, profane or harsh language in dealing with the public.
- (4) Disrespect to a superior employee or to a citizen of the Township.
- (5) Absence without leave.
- (6) Immorality, indecency, or lewdness.
- (7) Conviction of any criminal act or offense.
- (8) Conduct unbecoming an employee in the public service.
- (9) Failure to report for work as assigned.
- (10) Reckless or careless operation of Township owned vehicles or other equipment.
- (11) Fighting on the job.

- (12) Refusal or failure to perform assigned duties.
- (13) Intentional damage to or misuse of Township property, including waste of Township supplies.
- (14) Theft of property belonging to the Township, its employees, or citizens.
- (15) Excessive or chronic absenteeism.
- (16) Drinking of alcoholic beverages or possession of same, on or off Township premises during work hours.
- (17) Chronic tardiness.
- (18) Use of illegal drugs or possession of same, on or off Township property during working hours.
- (19) Incompetency or insufficiency.
- (20) Unauthorized use of Township property.

B. The foregoing rights of the Township are in addition to any rights conferred by state statute or local ordinance upon the Township as public employer.

C. Disciplinary proceedings against employees shall be made known to the Association President prior to any hearings or implementation of said disciplinary actions.

D. The Township agrees to have Association representation at any and all formal disciplinary hearings or actions against any of its members. Representation will be the Association President and/or designated representative.

ARTICLE XVIII

PROBATIONARY PERIOD

A. All regular full-time employees hired during the term of this agreement shall be deemed probationary employees and shall be subject to serve a probationary period of ninety (90) calendar days. Days lost from work because of sickness and accident during the probationary period shall not be considered in computing the said ninety (90) day period.

B. During this probationary period, the Township reserves the right to terminate a probationary employee without notice for any reason.

C. An employee so terminated shall not have recourse through the grievance procedure set forth in this agreement.

D. The probationary period may be extended by the Township for an additional thirty (30) calendar days.

## ARTICLE XIX

### SENIORITY

A. For purposes of this Agreement, seniority is defined as the length of full-time continuous service in a position within the bargaining unit. When a member is promoted out of the unit and then returns to the unit he/she shall receive service credit for previous time within the unit. An employee who voluntarily leaves the employ of the Township and subsequently returns shall not receive service credit for the time previously worked.

If a unit member who has been terminated through a Reduction in Force is subsequently re-employed by the Township in the same unit, he/she shall be given full seniority credit for all prior years of service in the unit.

B. A regular part-time employee who is appointed to a full-time position in the bargaining unit shall be credited with six (6) months of seniority on a pro rata basis for each year of continuous, unbroken service in a bargaining unit position in which he or she worked one thousand hours or more.

C. (1) The Township will make reasonable efforts to fill vacancies which occur within the unit with qualified individuals from within the unit. The Township shall retain its sole and exclusive right to fill said vacancies and such decisions shall not be subject to the grievance procedure of this Agreement, except as to the procedure hereinafter set forth.

(2) Any unit member, who applies for such vacant position shall, if qualified, be duly considered by the Township.

Such consideration shall include, but not be limited to, the opportunity to apply and where applicable, based upon the individual's relative qualifications, be granted an interview. All applicants shall be advised in writing of the outcome.

ARTICLE XX

SEPARABILITY AND SAVINGS

In the event that any provisions of this agreement shall be declared invalid by legislative action or any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire agreement. It is the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XXI

TOTAL AGREEMENT

Notwithstanding any other agreements previously in effect, the foregoing constitutes the entire Agreement between the parties and no verbal statements or other amendments, except an amendment mutually agreed upon between the parties in writing and annexed hereto and designed as an amendment to this Agreement, shall supersede or vary the provisions herein.



ARTICLE XXII

TERM

A. This Agreement shall be in full force and effect from January 1, 1992 through December 31, 1993. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the expiration of the Agreement, written notice shall be given to the other party no sooner than one hundred fifty (150) days nor less than ninety (90) days prior to such expiration date. The party seeking to terminate, amend, or otherwise modify this Agreement shall furnish to the other party within fifteen (15) days after such notification, a copy of its entire set of proposals for such changes. The party receiving the changes will then have thirty (30) days from receipt of such changes to furnish its own proposals to the other party.

In witness thereof, the parties have caused to be affixed hereto, the signatures of their duly authorized representatives on the day and year first above written.

Signatures

The East Hanover  
Employees Association

Mayor and Township Council  
of the Township of  
East Hanover

By: John J. Battagay

By: Ronald Morgan V.P.

By: Larry Blum

By: Maileyn Snow

[EH4/247]

SCHEDULE A

1992 Percentage of Increases  
5.5% for 1993

<u>Employee</u>	<u>1991 Base</u>	<u>1992</u>	<u>1992 Percentage of Increases</u>	<u>5.5% for 1993</u>
Allen, Bruce	\$18,500	21,500	16.2	22,683
Bergamini, Mildred	21,000	22,155	05.5	23,374
Berres, Marie	21,871	23,074	05.5	24,343
Boice, Carolyn	26,156	27,595	05.5	29,113
Bove, Eleanor	27,855	29,387	05.5	31,478
Caetano, Rui	21,000	22,155	05.5	23,374
Cancellieri, Frank	26,878	28,356	05.5	29,915
Cancellieri, Paul	19,508	22,500	15.33	23,738
Courter, William	25,558	26,964	05.5	28,447
Courter, Donald	18,899	21,500	13.76	22,683
Crozier, Herbert	33,305	35,137	05.5	37,070
Davis, Virginia	21,607	22,795	05.5	24,049
Davis, William	19,203	20,931	09.0	22,082
DeKasar, Eleanor	18,595	21,157	13.77	22,320
Diantonio, Albert	19,500	20,962	07.5	22,115
DiBarnardo, Dolores	17,053	20,000	17.28	21,100
Esposito, Frank	22,358	25,500	14.0	26,903
Esposito, John	33,305	35,137	05.5	37,070
Farrington, Marie	20,642	21,777	05.5	22,975
Ferraiuolo, Frank	28,355	29,915	05.5	31,560
Ford, Lucille	24,533	25,882	05.5	27,306
Forte, Judy	24,533	25,882	05.5	27,306
Funicelli, Steven	20,727	24,500	18.2	25,848
Furfaro, Peter	23,636	24,935	05.5	26,306
Grossman, Raymond	28,064	29,607	05.5	31,235
Harris, Patricia	23,358	24,643	05.5	25,998
Kiss, Jeffrey	17,580	21,500	22.29	22,683
Librizzi, John	21,832	24,500	12.22	25,848
Lurz, Linda	23,930	25,246	05.5	26,635
Macaluso, Marc	19,000	21,157	11.35	22,320
Margiulli, Terry	18,090	20,000	10.56	21,100
Marcantonio, Dominick	39,076	41,225	05.5	43,493
Massaro, Paula	24,776	26,139	05.5	27,577
McCormick, James	20,119	21,627	07.5	22,816
McCormick, Jeffrey	19,508	20,971	07.5	22,125

<u>Employee</u>	<u>1991 Base</u>	<u>1992</u>	<u>1992 Percentage of Increases</u>	<u>5.5% for 1993</u>
Melia, Chris	20,145	21,253	05.5	22,422
Moran, Carol	21,137	24,500	15.91	25,848
Morgan, Ronald	31,054	32,762	05.5	34,564
Racaniello, MaryAnn	26,250	27,694	05.5	29,217
Reino, Jerry	21,136	22,298	05.5	23,524
Rittweger, Jack	31,870	29,000	(9.0)	30,595
Roskaz, Jeffrey	16,960	20,500	20.87	21,628
Sheldon, Robert	26,289	27,735	05.5	29,260
Silvestri, Alice	25,199	26,585	05.5	28,047
Vitale, Nicholas	30,358	32,028	05.5	33,786
Zoppi, Dorothy	21,137	23,434	10.86	24,723