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AGREEMENT

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Between

THE TOWNSHIP OF SADDLE BROOK, Township of

and

NEW JERSEY EMPLOYEES LABOR UNION, LOCAL #1
(SADDLE BROOK DEPARTMENT OF PUBLIC WORKS CHAPTER)
Blue-collar Employees

X January 1, 1981 through December 31, 1982

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APPENDIX A - RETIREMENT BENEFITS AND SCHEDULE

This Agreement, made this _____ day of _____, 1981,

by and between the TOWNSHIP OF SADDLE BROOK, a Municipal Corporation of the State of New Jersey and a public employer (hereinafter called TOWNSHIP) and NEW JERSEY EMPLOYEES LABOR UNION, LOCAL #1, a Collective Bargaining Representative of certain Department of Public Works personnel employed by the Township (hereinafter called the UNION).

WHEREAS, both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship existing between them and wish to enter into a complete Agreement covering the terms and conditions of employment, and

WHEREAS, the parties have by good faith collective bargaining reached an Agreement with respect to such terms and conditions of employment, and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I - RECOGNITION:

A. The Township recognizes the Union as the exclusive bargaining agent for the employees of the Department of Public Works excepting white-collar workers, supervisors, and professional, managerial and confidential employees.

ARTICLE II - RETENTION OF EXISTING BENEFITS AND RIGHTS:

A. Management - The right to manage the affairs of the Township and to direct the working forces and operations of the Township, subject only to the limitations of this Agreement and applicable State law, is vested in and retained by the Township.

B. Employees - Except as expressly otherwise provided herein, all rights, privileges and benefits which employees of the Township Department of Public Works have heretofore enjoyed and are presently enjoying as a result of Township practices, ordinances, resolutions or policies or pursuant to any State statute as of the date of execution of this Agreement shall be maintained and continued by the Township during the term of this Agreement. All employees shall retain all civil rights guaranteed them under Federal law, and under the laws of the State of New Jersey.

ARTICLE III - GRIEVANCE PROCEDURE:

A. Suspensions, Demotions, Removals:

(1) In any case where a permanent employee in the classified service as defined in the Civil Service Rules and Regulations is issued a preliminary notice of disciplinary action involving (a) suspension for more than five (5) days at one time, (b) the third suspension or third fine in one calendar year or suspensions aggregating more than fifteen (15) days in one calendar year, (c) demotion, or (d) removal, the Mayor shall conduct a hearing on the matter. The procedures set forth in the Civil Services Rules and Regulations shall be binding.

B. Grievance Procedure:

The term "grievance" includes any difference, dispute, or controversy between the Township and the Union, individual employee, or group of employees covered by this Agreement, with respect to the interpretation, application, or violation of any of the provisions of this Agreement, and with respect to terms and conditions of employment.

The term "Union Grievance Committee" hereinafter referred to as "Committee" shall include any organization, agency or person authorized or designated by the Union to act on its behalf and represent the Union for the purpose of resolving grievances. The Committee shall consist of those persons designated by the Union.

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances arising under this Agreement. All step-by-step procedures hereinafter provided shall be

strictly adhered to by the employees and the Township. An Agreement reached by the Township and the Union in any individual case regarding the extension to time limits shall be written and signed by the Township and the Union.

1. In the event of a grievance, within five (5) working days of the occurrence of the event being grieved, the grievant shall discuss the grievance informally with the Committee. If the grievance cannot be resolved by the Committee, the Committee shall request the grieved employee to reduce the grievance to writing.

2. The Committee shall, after having received the grievance in writing, within fifteen (15) working days present the grievance to the superintendent. The superintendent shall render a written decision within five (5) working days after the grievance has been presented to him.

3. In the event that the grievant is dissatisfied with the decision of the superintendent, the Committee shall within ten (10) working days of that decision present a written appeal to the Department Head. Such presentation shall contain copies of all previous correspondence relating to the matter in grievance. The Department Head may give the Committee and the grievant an opportunity to be heard informally before his decision is rendered. The Department Head shall render a written decision within ten (10) working days of receipt of the appeal.

4. In the event that the grievant is not satisfied with the decision of the Department Head, the Committee shall present a written appeal to the Township council within five (5) working days of receipt of that decision. Such presentation shall contain copies of all previous

correspondence relating to the matter in grievance. The Township council shall have the option of conducting an informal hearing and requiring the attendance of employees involved, after which a written decision shall be rendered no later than thirty (30) working days from the receipt of the appeal.

5. In the event that a grievant is not satisfied with the decision of the council, then within five (5) working days of the receipt of that decision, the Committee shall have the option of either abandoning the grievance or referring the grievance to the Public Employment Relations Commission for the selection of an arbitrator. The expense of such arbitration shall be borne equally by the Township and the Union. The decision of the arbitrator shall be final and binding upon the parties.

The time limits expressed herein shall be strictly adhered to and in the event that a grievance is not processed to the next succeeding step as outlined, then the disposition of said grievance at the last preceding step shall be deemed to be conclusive.

In the event that the Township fails to adhere to the time limits expressed herein, then the Association shall have the right to proceed to the next succeeding step.

6. The arbitrator shall be limited to deciding disputes which arise out of the terms of this Agreement and shall decide only questions which concern the interpretation, application, or enforcement of the Agreement. The arbitrator shall have no authority to add to, subtract from, or otherwise modify or amend this Agreement.

ARTICLE IV - WORK WEEK:

A. The normal work week shall be Monday through Friday consisting of forty (40) hours per week, eight (8) hours per day, five (5) days per week. The work day shall be from 7:00 a.m. to 3:30 p.m. with a one-half hour unpaid lunch period.

B. All work performed in excess of specified hours in any work day or any work week shall be paid at the rate of time and one-half the regular straight time rate.

C. All work performed on a Saturday, shall be paid at the rate of time and one-half the regular straight time rate. All work performed on a Sunday or holiday, shall be paid at the rate of double the regular straight time rate.

D. When an employee is called back to duty after 3:30 p.m. or on a Saturday, Sunday, or holiday, he shall be entitled to a minimum payment of two (2) hours, or the actual amount of time worked, whichever is greater. Call back time shall be paid at the rate of one and one-half times the regular straight time rate when an employee is called back to duty on a Saturday. Call back time shall be paid at the rate of double the regular straight time rate when an employee is called back on a Sunday or holiday.

E. In the event that an employee is requested to work in excess of eight (8) hours in any given day, after the first two (2) hours in excess thereof, the employee shall be entitled to a one-half hour paid meal period; thereafter, the employee shall be entitled to an additional one-half hour paid meal period at the completion of each additional four (4) hours of work. The Township shall not be required to supply or pay for any food or beverage consumed by the employee during these meal periods.

F. On Saturdays, Sundays, and holidays, the Township shall have the right to designate one employee for stand-by duty for each day. An employee on stand-by duty shall be equipped with an automatic signaling device. An employee on stand-by duty who is not called back, shall be entitled to compensatory time off to be awarded at a future date to be determined by the Department Head. An employee on stand-by duty who is called back on a Saturday, shall be paid at the rate of time and one-half the regular straight time rate in accordance with Paragraph D of this Article. An employee on stand-by duty who is called back on a Sunday or holiday, shall be paid at double the regular straight time rate in accordance with Paragraph D of this Article.

G. Where in the event of accessive snow fall, ice or other weather conditions, an employee is required to work in excess of twelve (12) hours during a twenty-four (24) hour period, said employee shall be entitled to compensatory time off for hours worked in excess of twelve (12) hours within such twenty-four (24) hour period at a straight time basis to be awarded at a future time determined by the Department Head, in addition to any other benefits to which the employee may be entitled. No employee shall work more than twelve (12) hours straight without a four (4) ^{hour} break except when, in the discretion of the Department Head, circumstances dictate otherwise.

ARTICLE V - HOLIDAYS:

A. All full-time employees shall be entitled to receive wages based on eight (8) hours straight time pay for each of the following holidays:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
General Election Day
Thanksgiving Day and the day following
Christmas Day

If any of the above holidays fall on a Saturday or Sunday, the following shall be adhered to:

(1) If the holiday falls on a Saturday, the same shall be celebrated on the preceding day, namely, Friday;

(2) If the holiday falls on a Sunday, the same shall be celebrated on the following day, namely, Monday.

B. When an employee works on any of the above holidays, or if a holiday falls within the employees vacation period, he is to be credited with eight (8) hours of time off to be awarded at a future date to be determined by the Department Head.

ARTICLE VI - VACATION LEAVE:

Employees shall be granted annual vacation leave, with pay, in and for each calendar year of employment as provided herein below:

1.

<u>LENGTH OF EMPLOYMENT</u>	<u>WORKING DAYS</u>
Under 1 year	1 working day per month
1 year to 5 years inclusive	12 working days per year
6 years to 10 years inclusive	15 working days per year
11 years to 15 years inclusive	18 working days per year
16 years to 20 years inclusive	21 working days per year
21 years to 25 years inclusive	24 working days per year
26 years and over	27 working days per year

A. All employees and their dependents shall continue to be covered by the same group insurance benefits including, but not limited to health, medical, dental, life and accidental death policies as are in force on the date of the execution of this Agreement. These group policies include Blue Cross and Blue Shield with Rider "J" and the prevailing fee plan; Major Medical (365 day coverage \$1,000,000.00 coverage), Mutual of New York (\$25,000.00 life; \$15,000.00 accidental death benefit); Dental coverage \$1,000.00 with \$1,000.00 Orthodonture coverage. The life and accidental death policy covers only the employee. The Township shall pay the entire cost of the premiums for the insurance coverage.

The Township will provide at its expense Workman's Compensation Insurance coverage as is mandated by state statute.

If for any reason a carrier should cancel any of the hospitalization and insurance coverages provided, the Township shall make a good faith effort to immediately obtain similar coverage from another carrier.

B. Retired Employees (after twenty-five (25) years of service only).

The Township agrees to continue its past practice of providing certain benefits for retired employees and their dependents as stated herein below:

WHEREAS, Chapter 421.P.L. 1971, approved February 1, 1972 (amendment R.S. 40:11-15 and 40:11-16), provides that under such rules as may be adopted by the governing body, employees retiring from public service after twenty-five (25) years of employment may continue in group health and medical programs together with their dependents without

~~reimbursement to the former employer, and~~

WHEREAS, it appears to be to the best interest of the Township of Saddle Brook to grant this benefit to former employees who have served honorably and faithfully for a period of twenty-five (25) years or more, and

NOW, THEREFORE, Be It Resolved, by the Council of the Township of Saddle Brook, County of Bergen, State of New Jersey that employees retiring from public service of the Township of Saddle Brook after twenty-five (25) years or more be continued in group health and medical programs, together with their dependents without reimbursement to the Township, effective April 1, 1972.

ARTICLE VIII - SICK LEAVE:

A. The provisions of Township Ordinance No. 746 adopted by the Township of Saddle Brook, Mayor and Council on March 10, 1977, are incorporated herein by reference and made a part of this Agreement.

The parties acknowledge that the employees are covered by the provisions of the New Jersey Civil Service Laws and the rules and regulations of the New Jersey Civil Service Commission. Sick leave benefits received by the employees shall not be less than the benefits mandated by the statutes and rules and regulations.

B. ORDINANCE NO. 746 -- AN ORDINANCE TO ESTABLISH SICK LEAVE RULES AND REGULATIONS FOR FULL TIME EMPLOYEES OF THE TOWNSHIP OF SADDLE BROOK PRIOR TO JANUARY 1, 1966, AND TO PROVIDE THAT THE SICK LEAVE PROVISIONS ESTABLISHED BY THE NEW JERSEY STATE DEPARTMENT OF CIVIL SERVICE SHALL BE APPLICABLE AND SHOULD INCLUDE FULL TIME MEMBERS OF THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, it appears that no formal, uniform sick leave rules and regulations had been established or enacted by the Township of Saddle Brook for the benefit of full time employees prior to January 1, 1966, the date when New Jersey State Department of Civil Service rules and regulations became applicable in the Township of Saddle Brook, and

WHEREAS, the Township council of the Township of Saddle Brook is of the opinion that the public interest and the interest of the full time employees would be better served by formally adopting rules and regulations applicable to sick leave benefits for all full time employees as herein defined for those years prior to January 1, 1966;

NOW, THEREFORE, BE IT ORDAINED by the Township council of the Township of Saddle Brook, Bergen County, New Jersey, as follows:

Section 1.

All full time employees, mainly employees who had worked forty (40) hours per week or more, are hereby granted one working day of sick leave for each month of employment during the first calendar year after initial employment. Thereafter, each full time employee is hereby granted fifteen (15) working days of sick leave time for each calendar year.

Section 2.

Sick leave benefits described above shall not accrue to part time or seasonal employees.

Section 3.

Sick leave benefits shall be deemed to have accumulated from year to year prior to January 1, 1966, less the actual sick days taken or utilized by the employee due to illness and in accordance with Title 11:24A-3.

Section 4.

Any employee claiming unused sick leave benefits prior to January 1, 1966, shall be required to submit to the Township Administrator and the Township council a verified statement setting forth the employee's initial employment date, the year or years during which the employee was a full time municipal employee and the day or days that the employee acknowledges were utilized by the employee as sick days chargeable to sick leave benefits, and upon receipt of said claim for unused benefits and the verification as required herein the Administrator shall verify to the fullest extent possible the statements contained in the employee's statement of verification and the Administrator shall certify to the Township counsel the results of his findings with respect to the employee.

The Township council may conduct a further review and investigation and upon completion of said review and investigation the Township council shall by an appropriate resolution notify the employee of the amount of unused sick leave benefits that the council has determined is actually due and owing to said employee.

Section 5.

The provisions of this ordinance shall relate solely to time periods prior to January 1, 1966 and Civil Service rules and regulations and any other ordinances or regulations of the Township of Saddle Brook shall govern sick leave benefits subsequent to January 1966.

Section 6.

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 7.

This ordinance shall take effect immediately upon passage and publication as provided by law.

C. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. An employee who shall be absent on sick leave for five (5) or more consecutive working days, upon request by the Township shall be required to submit acceptable medical evidence substantiating his or her right to such leave. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before return to employment if requested by the Township. The Township may require an

an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

A. The Township shall make payment of his or her full salary to any employee who is absent for a work-related injury which is covered by "Workman's Compensation" and which injury prevents the employee from performing his or her duties, provided that the employee assigns and pays over to the Township any payments made to him or her for temporary disability under the Workman's Compensation Laws of the State of New Jersey. Such payments of his or her full salary during such absence will continue only during the time the employee qualifies for and is paid temporary disability under the Workman's Compensation Laws of the State of New Jersey.

ARTICLE X - PERSONAL LEAVE:

In addition to any other leave provided for in this Agreement, each employee shall be entitled to three (3) personal days off with pay, during a calendar year. Personal days may be taken at the convenience of the employee subject to advance notice to the Department Head. Unused personal days shall not accumulate from year to year.

ARTICLE XI - SALARIES AND COMPENSATION:

Employees shall be paid in accordance with the schedule below. The schedule provides that all employees shall reach maximum in three (3) years from date of hire:

Commencing January 1, 1981:

Public Works Repairman) Water Repairman)	Over 3 years	-	\$7.92 per hour
	Over 2 years - less than 3 years		\$7.25 per hour
	Over 1 year - less than 2 years		\$5.72 per hour
	Less than 1 year		\$4.54 per hour

Commencing January 1, 1982:

	Over 3 years		\$8.67 per hour
	Over 2 years - less than 3 years		\$7.94 per hour
	Over 1 year - less than 2 years		\$6.26 per hour
	Less than 1 year		\$4.97 per hour

ARTICLE XII - LONGEVITY PAYMENTS:

A. Employees covered by this Agreement shall receive a longevity payment based upon the number of years of completed service as a D.P.W. employee (regardless of the job title) and a percentage of the annual base salary. The manner of computing the longevity payment is set forth below.

<u>Number of Years of Completed Service as a D.P.W. Employee</u>	<u>Percentage of Annual Base Salary to be Paid</u>
3	1%
6	2%
9	3%
12	4%
15	5%
18	6%
21	7%
24	8%
27	9%
30	10%

The number of years of completed service shall be measured from the date of hire and each anniversary of the date of hire shall be considered a complete year of service.

ARTICLE XIII - CLOTHING ALLOWANCE:

A. Each employee shall be entitled to an annual clothing allowance covering those items not provided by the Township such as work shoes, gloves, etc., of \$150.00 annually.

This is payable on the first payday that occurs after Thanksgiving of each year and will be paid at the rate of \$150.00 to only those employees who were employed on or before January 15, of that year.

Employees starting after January 15, and are still on the payroll as of the due date, shall receive a pro-rate share of the \$150.00 based on months worked. The first month will be that in which the employee has been on the payroll for at least two full weeks and the last month shall be December (not yet worked).

ARTICLE XIV - BEREAVEMENT LEAVE:

A. Upon the death of a father, mother, grandfather, grandmother, spouse, child, brother or sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law, an employee, upon his written request, shall have bereavement leave, of three (3) days, with pay, from the date of death to and including the date of burial; except where unusual and extenuating circumstances prevail.

Upon the death of a grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law or cousin, an employee upon his written request shall have the right to time off, with pay, on the date of burial only.

Notwithstanding the provisions hereinabove, if the death or burial occur while the employee is on a regularly scheduled day off, then the employee shall not be entitled to bereavement leave, in place of the regular day off.

ARTICLE XV - SEPARABILITY.

A. If any provision of this Agreement or any application in this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVI - FULLY BARGAINED PROVISION:

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

ARTICLE XVII - AGENCY SHOP:

Within thirty (30) days of the ratification of this Agreement by the Township, the Union shall forward to the employer a list of those employees who are members of the Union, as well as a statement of the uniform membership dues charged to its members for the applicable year. Upon receipt of this information, the employer shall withhold from those employees who are not listed as members of the Union, but who are employed within the bargaining unit, a representation fee in lieu of dues equal to eighty-five (85%) percent of the total of uniform union dues charged by the Union to its members. The Union represents to the employer that it has established a demand in return system and that it is ⁱⁿ compliance with all requirements imposed on it pursuant to laws 1979, Chapter 477, and the employer's obligation pursuant to this Paragraph is contingent upon the Union's continued compliance with the aforesaid law.

The purpose of the representation fee in lieu of dues is to offset on a pro-rated basis the cost of services rendered by the Union to all employees as majority representative of the bargaining unit.

The employer disclaims any responsibility for the deductions of representation fee in lieu of dues after the same have been forwarded to the Union, and the Union agrees to indemnify and hold the employer harmless against any and all claims, demands, suits, or other action of whatsoever kind which may arise out of, or by reason of the deductions of representation fee in lieu of dues.

ARTICLE XVIII - BENEFITS ON TERMINATION:

Upon retirement, employees shall be entitled to receive retirement benefits in accordance with Articles I through VIII of an Ordinance fixing the terms and conditions of retirement benefits for full time employees of the Township of Saddle Brook, as copy of which Ordinance and Schedule of Benefits is annexed hereto as Appendix A and is incorporated herein by reference as if fully set forth.

ARTICLE XIX - TERM:

A. This Agreement shall become effective as of January 1, 1981, and shall remain in full force and effect until midnight on December 31, 1982.

B. In the event the parties do not enter into a new Agreement on or before midnight December 31, 1982, then this Agreement shall continue in full force and effect until a new Agreement is executed.

TOWNSHIP OF SADDLE BROOK

BY *Raymond J. ...*
(Name)

TEST:

William Johnson
Township Clerk

NEW JERSEY EMPLOYEES LABOR UNION, LOCAL #1

BY *Agnita Hastings*
Agnita Hastings, Pres.

NESS:

BY *Thomas Tylutki*
Thomas Tylutki, Shop Steward

AN ORDINANCE TO FIX AND DETERMINE THE TERMS AND CONDITIONS OF RETIREMENT BENEFITS FOR ALL FULL TIME EMPLOYEES OF THE POLICE DEPARTMENT OF THE TOWNSHIP OF SADDLE BROOK, COUNTY OF BERGEN AND STATE OF NEW JERSEY, EFFECTIVE JANUARY 1, 1981.

BE IT ORDAINED by the Township Council of the Township of Saddle Brook, in the County of Bergen and the State of New Jersey, as follows:

ARTICLE I: All full time employees of the Police Department of the Township of Saddle Brook, who qualify, shall be entitled to receive the following retirement benefits subject to the terms and conditions hereinafter set forth in this ordinance. Employees on the Saddle Brook payroll as of the date of the adoption of this ordinance shall be eligible for these benefits and said benefits shall not apply to employees who have heretofore left the employment of the Township or who have heretofore retired or terminated their services with the Township for any reason.

ARTICLE II: Retirement benefits shall be based upon an employee's accumulated and unused sick days which shall be based upon only the employee's actual time of service or employment in the Township of Saddle Brook:

<u>Years of Employment in Saddle Brook</u>	<u>Maximum Unused Sick Days that Could Be Acquired</u>	<u>Percent of Unused Sick Days</u>	<u>Maximum Days Entitled to With Pay</u>
Over 20 less than 21	300	50	= 150 Days
Over 21 less than 22	315	50	= 157 Days
Over 22 less than 23	330	50	= 165 Days
Over 23 less than 24	345	50	= 172 Days
Over 24 less than 25	360	50	= 180 Days
Over 25 less than 26	375	64	= 240 Days
Over 26 less than 27	390	67	= 261 Days
Over 27 less than 28	405	70	= 283 Days
Over 28 less than 29	420	75	= 315 Days
Over 29 less than 30	435	80	= 348 Days
Over 30	450	85	= 383 Days

ARTICLE III: All benefits and other terms and conditions of employment, shall terminate on the day that the employee retires other than medical and insurance benefits, which can be purchased through the Group Plan after the 20th year.

ARTICLE IV: Payments to an employee who retires shall be determined and based upon the employee's current rate of salary as of the date that the employee's retirement begins.

ARTICLE V: An employee desiring to retire and to receive the benefits contained in this ordinance must give the governing body of the Township of Saddle Brook a notice, in writing, at least six (6) full calendar months prior to the date that the employee desires his leave from service to actually begin and once said notice is given the employee shall not be permitted to rescind the notice or to alter or change the decision to retire and said decision shall be considered final and irrevocable upon filing said notice with the governing body.

ARTICLE VI: Payment of the employee's retirement benefits as determined under this ordinance shall be made by the Township over a thirty-six (36) month period and shall be in three (3) equal annual payments, the first payment to be made on the employee's actual first day of retirement or on the first regular payroll date that all other employees are paid following the employee's actual date of retirement, whichever is more convenient for the Township Treasurer and each payment shall be made thereafter on or about the actual anniversary date of the employee until the last payment is made. In the event an employee on retirement should fail to survive and receive the full retirement benefits any unpaid portion of the retirement benefit shall be paid by the Township of Saddle Brook to the beneficiary designated by the employee on a form to be filled out by the employee at the time of retirement, provided that twenty (20) years of employment have been

Completed.

ARTICLE VII: Once an employee has filed notice of request to use unused and accumulated sick days in connection with retirement the Township Council shall receive a monthly report from the proper official of the sick days used by said employee and if the Council is of the opinion that the employee is or may be abusing the use of sick days in order to use up sick days that are not part of the employee's retirement benefits and the Council shall have the right to demand that the employee take a physical examination by a physician selected and employed by the Township Council and upon review of said medical report and any other information which may be made available to the Council if the Council determines that the employee has in fact abused the use of unused sick days, the Council shall have a right, upon notice to the employee, to rescind the requested retirement benefits and to terminate same immediately and said employee shall be expected to return to full time employment with the Township.

ATTEST:

APPROVED

TOWNSHIP OF SADDLE BROOK

BY

MAYOR RAYMOND C. SANTA LUCIA

LORES JOHNSON
Acting Township Clerk