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RUTGERS UNIVERSITY AGREEMENT

BETWEEN

THE TOWNSHIP OF EDGEWATER PARK

AND

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1044

REPRESENTATIVES FOR

EDGEWATER PARK TOWNSHIP CLERICAL WORKERS

JANUARY 1, 1990 THROUGH DECEMBER 31, 1992

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ARTICLE I
RECOGNITION

The employer recognizes Communications Workers of America, Local 1044, here in after referred to as the "union", as the bargaining agent for the Edgewater Park Full-Time Clerical Employees and Permanent Part-Time Employees for the purpose of establishing salaries, wages, hours and conditions of employment for all its employees listed in Article XIII - SALARIES AND WAGES attached hereto, and by reference, made part of this Agreement.

This recognition, however, shall not be interpreted as having the affect of, or in any way abrogating the rights of employees under the laws of 1968, Chapter 303.

ARTICLE II

GENERAL RULES

A. The proposed salary ranges shall be established and applied to all authorized classified positions, except where positions and salary are not by statute, or are temporary, or part-time employment, or are other than authorized classified positions, or professional services on a specialized basis.

B. The minimum rate shall be the hiring rate for each title, employees may be hired in excess of the minimum rate if they possess special skills or experience that may be of value to the Township, at the discretion of the employer.

C. The employer shall not discriminate on the basis of race, color or national origin or any other unlawful basis whatsoever under any circumstances.

ARTICLE III

DEPARTMENT OF PERSONNEL TITLES

A. Whenever an employee is promoted or reclassified from one class or title to another having a higher salary range or when the salary range of his/her classification is increased, then his/her salary shall be adjusted to the minimum of the new range or his/her old rate whichever is higher after he/she has worked in that classification for two weeks.

B. In the event the Department of Personnel eliminates any job title which is currently in the bargaining unit and workers are placed into either an existing job title or a newly created job title, the employer agrees to negotiate over the wage rate for the newly created title and will have no effect on any existing rates in the salary scale.

C. In addition, in the event that two or more existing job titles which are currently paid at different rates are consolidated into one title, the pay rate of the highest rated job title shall become the wage rate for the consolidated title.

ARTICLE IV

HOURS SCHEDULED TO WORK AND OVERTIME

A. FULL-TIME - Normal working hours shall be from 9:00 a.m. to 4:30 p.m. with one (1) hour for lunch. The Township Office will remain open from 6:30 p.m. to 8:30 p.m. on the Wednesday evening scheduled for the Township Committee's Public Session Meeting.

Clerks shall arrange their schedules to provide coverage for these hours with approval of the Administrator.

Normal working week shall consist of five (5) consecutive work days starting on Monday and ending on Friday and rotated to provide coverage on the Wednesday evening in the month for the Township Committee's Public Session Meeting.

B. PERMANENT PART-TIME - Permanent Part-Time employees hours of work will be from 9:00 a.m. to 3:30 p.m. with a one half (1/2) hour unpaid lunch from Monday to Friday. Permanent Part-Time employees hours will consist of 30 hours or less per week.

ARTICLE V

HEALTH AND SAFETY

In order to adequately and safely protect and serve both employees and the public, essential management prerogatives must be retained. The rights of management shall include but not be limited to the determination of emergencies; duty assignments; and adjusting of work schedules; disciplinary actions; and demotions, fines, promotions, suspensions, or transfers of employees when management shall so determine.

Safe working conditions will be the joint responsibility of management and the union. A Safety Council may be organized and made up of four (4) members; two (2) management; and two (2) union. The provisions of this clause are subject to and superceded by the applicable provision of New Jersey State Law and the Department of Personnel.

The Employer will attempt to maintain a healthful level in the temperature of the Township Municipal Building, keeping it within the range of sixty (60 degrees) Fahrenheit and eighty-four (84 degrees) Fahrenheit.

All Safety problems shall be reported to the Administrator in charge through the Department Head.

ARTICLE VI

WORKMAN'S COMPENSATION

A. Employees disabled with job related injuries and unable to work will be granted a leave of absence with pay for periods of time up to six (6) months with a total accumulation of one (1) year for any occurrence.

Under the same terms and conditions set forth except that employees shall continue to accrue seniority rights and appropriate fringe benefits and subject to the requirements that an employee will endorse any compensation checks received as the result of the disability from the Township insurance carrier over to the Township.

During the period of disability, Management reserves the right at such time and under such circumstances as are reasonable, to require a person covered under the provisions set forth herein, to undergo a physical examination by a physician of the Township's choosing. When said physician determines that an employee may return to work the Township's check will cease unless the employee returns to work.

B. In the event the employee is dissatisfied with the Township's physician's opinion, he/she may, at his/her own cost, seek a second opinion. If said second opinion is a variance with the initial opinion, both the Township and Union agree that the Township shall obtain from the Burlington County Medical Association a list of five (5) physicians qualified in the area of expertise which is the subject of employee's medical condition.

Said list shall be submitted to employee within forty-eight (48) hours of receipt. Within forty-eight (48) hours of submitting the list to the employee, both the Township and employee shall select and rank in order of preference, three (3) physicians from the list.

If only one (1) physician is the same on both lists, said physician shall be selected for a third opinion. If more than one (1) physician is on both lists, Township is to determine which of the duplicate physicians employee is to consult to obtain a third opinion. If the third opinion supports employee contention, Township shall pay for third opinion and reimburse employee for second opinion. If third opinion supports Township physician's contention, then employee shall pay for the third opinion.

C. The decision of the third physician shall be final and binding on the parties.

ARTICLE VII

GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this agreement shall be settled in accordance with the following procedures:

1. Within 24 working hours of the grievable event or occurrence, the grievant shall prepare in writing on forms approved by the parties the facts relating to the grievance. The grievance shall be served upon the immediate supervisor who shall attempt to resolve said grievance and render a decision within 48 working hours of receipt. Copies of the decision shall be forwarded to the grievant, and the union office.
2. In the event of an adverse decision by the immediate supervisor the grievant or union will have 48 working hours to appeal the adverse decision to the Head of the Department in which the grievant works. All appeals shall be in writing. The Department Head shall have 48 working hours to resolve the grievance. The decision of the Department Head must be in writing and copies shall be forwarded to the grievant and union office.
3. Upon receipt of an adverse decision by the grievant's Department Head, the grievant or the union may file an appeal of the adverse decision to the Township Administrator who shall schedule, hear and determine the grievance within 72 working hours after receiving the grievance. The decision shall be in writing, copies thereof shall be provided to the grievant, and the union.
4. Upon receipt of an adverse decision by the Township Administrator, the grievant or Union may file an appeal with the Township Committee within three (3) working days of receipt of adverse decision. The appeal shall be in writing. The Township Committee shall schedule, hear and make a determination within ten (10) working days of receipt of grievance. Copies of the Township Committee's decision shall be forwarded to the grievant and union. Upon receipt of an adverse decision by the Township Committee, the grievant or union shall have fifteen (15) working days to file with P.E.R.C. (Public Employment Relations Commission) for an appointment of an Arbitrator whose decision shall be final and binding on the parties.
5. Failure to move any grievance within the agreed upon time frames at any one step shall mean said grievance is automatically appealed to the next step.
6. Arbitration costs shall be borne equally between both parties.

ARTICLE VIII

HOLIDAYS

The Official Holidays for the Township of Edgewater Park shall be as authorized by State Law and/or by the Department of Personnel, with approval of the Governor and shall be allowed as days off, with pay, in accordance with Section 4A:6-2.4 of the New Jersey Administrative Code, Department of Personnel as supplemented and amended.

Official Holidays for employees shall be in accordance with the Township Ordinance to the effect that all State employee Holidays shall be Holidays of Edgewater Park Township employees including:

New Year's Day
Martin Luther King's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Easter Monday
Memorial Day
Independence Day
1991 - July 5th (Friday)
Labor Day
Columbus Day
Veteran's Day
Election Day
Thanksgiving Day
Day After Thanksgiving
1990 - December 24 (Monday)
Christmas

Those holidays falling on weekends shall be taken on a Friday or Monday, respectively.

ARTICLE IX

LEAVE OF ABSENCE

Any employee asking for leave of absence shall submit his/her request in writing to his/her Department Head stating starting date, approximate duration and finishing date of return, and reason for leave. Upon completion of approved leave of absence employee shall return to his or her former position.

All applications for leave of absence shall be reviewed by the entire Township Committee and final approval of the leave of absence is only by majority of the Township Committee by formal action.

Any permanent employee and any temporarily mentally or physically incapacitated permanent employee holding a position in the classified service who temporarily desires to engage in a course of study or attend school courses that will increase his/her usefulness to the employer, or for any reason consider good by the Administrator and Department Head, may, with approval of the Administrator and the Department Head, be granted a special leave of absence without pay for a period not to exceed (6) months.

ARTICLE X

PERSONAL LEAVE

All employees listed in the Salaries and Wages Article shall receive two (2) days and their birthday, or if their birthday is not at a convenient time, a third day of their choice, for personal leave with pay, which may be taken as requested.

However, in the event that two employees from the same department request personal leave at the same time, seniority will rule.

Personal Leave shall not be cumulative and payment shall not be given to any employee in lieu of leave.

ARTICLE XI

BEREAVEMENT LEAVE

Leave of absence for death in a family shall be in accordance with the procedures listed below:

All employees listed in the Salary and Wages Article will be allowed the following time off with pay in case of the death of;

FATHER, MOTHER, GRANDFATHER, GRANDMOTHER, SPOUSE, SON,
DAUGHTER, BROTHER, SISTER, FATHER-IN-LAW, MOTHER-IN-LAW
DAUGHTER-IN-LAW, AND SON-IN LAW

From the day of death until the day of burial inclusive.

For GRANDCHILD, UNCLE, AUNT, NEPHEW, NIECE, BROTHER-IN-LAW,
SISTER-IN-LAW, COUSIN OF THE FIRST DEGREE;

For the day of burial only.

Exception to this rule may be made when the deceased is buried in another City and the employee would be unable to return in time for duty with the leave of absence granted.

ARTICLE XII

SENIORITY

Seniority is defined as the accumulated length of continuous service with the Employer computed from the date of hiring.

An employee's length of service shall not be reduced by the time lost due to authorized leave of absence or absence for a bona fide illness or injury certified by a physician not in excess of six (6) months. Except where the Department of Personnel Statutes require otherwise, in all cases of promotion, demotion, lay-off, recall, vacation schedules and other situations, where substantial, the employee with the greatest amount of seniority shall be given preference provided that he/she is qualified to fill the requirements of the job classification and to perform the work involved.

ARTICLE XIII

SALARIES AND WAGES

A. The following salaries will be effective for January 1, 1990 for full-time positions:

Principal Clerk Typist	18,323.00	
Senior Clerk Typist	15,550.00	
Tax Clerk	14,161.00	
Clerk Typist	14,161.00	
Clerk Typist Start	10,500.00	
Municipal Court Clerk	19,282.00	
Deputy Court Clerk	11,272.00	
Permanent Part-Time Clerk Typist		5.31 per hour

The following salaries will be effective for January 1, 1991 for full-time positions:

Principal Clerk Typist	19,606.00	
Senior Clerk Typist	16,639.00	
Tax Clerk	15,153.00	
Clerk Typist	15,153.00	
Clerk Typist (1 yr)	11,235.00	
Municipal Court Clerk	20,632.00	
Deputy Court Clerk	12,062.00	
Permanent Part-time Clerk Typist		5.68 per hour

The following salaries will be effective for January 1, 1992 for full-time positions:

Principal Clerk Typist	20,979.00	
Senior Clerk Typist	17,804.00	
Tax Clerk	16,214.00	
Clerk Typist	16,214.00	
Clerk Typist (2 yr)	12,022.00	
Municipal Court Clerk	22,077.00	
Deputy Court Clerk	12,906.00	
Permanent Part-Time Clerk Typist		6.08 per hour

B. All salaries and wages shall be paid on alternate Thursdays unless said Thursday is a Legal Holiday in which case salaries and wages will be paid on Wednesday preceding the normal payday; all pay to be issued after 3:00 p.m. on the day specified.

C. During the term of this agreement, the pay scale will not be reduced unless by mutual agreement of both parties.

D. It is agreed to have a re-opener clause during the term of this agreement to negotiate the clerical salaries for any permanent part-time employees who move to full time positions.

ARTICLE XIV

BONUS PAYMENTS

The Township will pay to each employee listed in the Salary and Wage Article the bonus payments listed below. These payments are not added to the annual salary and are paid on the first pay period of November in each of the contract years.

It is further agreed that to receive said bonus payments an employee must have at least twelve (12) months of consecutive service with the Township and must still be in the Townships employ on the first pay period of November in each of the contact years.

Employees who leave the service of the Township of Edgewater Park before the first pay period of November in any of the contact years will not receive said bonus payment, nor will they receive any partial payment for months served.

Full Time Employees

1990	- \$	800.00	(Eight Hundred Dollars)
1991	- \$	900.00	(Nine Hundred Dollars)
1992	- \$	1,000.00	(One Thousand Dollars)

Permanent Part-Time Employees

1990	- \$	400.00	(Four Hundred Dollars)
1991	- \$	450.00	(Four Hundred and Fifty Dollars)
1992	- \$	500.00	(Five Hundred Dollars)

ARTICLE XV

LONGEVITY PAYMENTS

The amount of Longevity will be determined by the years of service with the Township and will be based on the base salary only.

Longevity payments will be based on each employee's anniversary date with the Township and will be included in the first pay after the anniversary date.

Longevity will be paid at the following rates:

- 3% Of the base salary starting with the first day of the sixth (6th) year and including the 7th, 8th, 9th, and 10th years.
- 4-1/2% Of the base salary starting with the first day of the eleventh (11th) year and including the 12th, 13th, 14th, and 15th years.
- 5-1/2% Of the base salary starting with the first day of the sixteenth (16th) year and each year thereafter.

ARTICLE XVI

COMPENSATORY TIME

Only the Township Administrator or Township Committee in charge of the Department can authorize Compensatory Time.

Payroll calculations will be based on work week commencing at 12:01 a.m. Sunday and ending 11:59 p.m. Saturday.

Employees called to work when not regularly scheduled shall be given a minimum of four (4) hours compensatory time.

Where an employee elects to avail herself/himself of compensation time (comp-time) with the approval of the Administrator or Department Head, such election and the scheduling of said time shall be within one year of accrual of said "comp-time".

If the time is not utilized within the aforesaid one year, all the time accrued in excess of one year shall be forfeited.

It is understood that the basis for the meaning of the word "year" within which "comp-time" was earned is not meant as the calendar year of January to December.

Rates of Compensation provided for in this agreement are fixed on the basis of full-time service unless stated otherwise.

ARTICLE XVII

VACATION SCHEDULE

A. Vacation shall be cumulative into the next year from the year of insurance and all time accrued for more than two (2) years shall be forfeited.

B. In the event that a vacation day falls into a forfeitable classification due to action on the part of the employer, the employer may elect to pay the employee for such vacation time or may permit the employee to reschedule same.

C. Permanent Part-Time employees shall be eligible for vacation benefits based on the percentage of hours worked in the six (6) month period prior to the request as compared with standard work period of 960 hours which is considered normal hours in a six month period.

D. All vacation requests must be submitted to the immediate Supervisor for approval by the Department Head one (1) month before the vacation is to start.

E. Vacation scheduling is subject to employee seniority at all times. Any employee who is laid off, retired or separated from the service of the employer shall be compensated for his/her unused vacation time accrued as of the date of separation.

F. Department Heads will maintain a file of vacation days used and time remaining, such file will be available for inspection by each employee. If an employee wishes not to use one (1) weeks vacation time he/she may notify payroll and the Township will give him/her the weeks pay.

G. 2:8-14 Vacation For Municipal Employees - All full-time clerical and permanent part-time clerical employees shall earn vacation on the basis of the following schedule:

- 0 - 1 Year of service - 1 working day for each month of service
- 1 - 5 Years of service - 12 working days during each year of service
- 5 - 12 Years of service - 15 working days during each year of service
- 12 - 20 Years of service - 20 working days during each year of service
- 20 Years of service - 26 working days during each year of service.

H. Vacation shall be computed on a calendar year basis, that is January 1st to December 31st.

ARTICLE XVIII

SICK TIME SCHEDULE

A. Sick Leave entitlements shall be administered and computed on the bases of the following Department of Personnel (Civil Service) Title 4 A:6-1.3 with reference to 4A:1-1.3 (immediate family & Local Service)

Title 4A:6-1.3 attached hereto and made part of this agreement as pages 21 and 22

Title 4A:1-1.3 covering "Immediate family" and "Local service" only, attached hereto and made part of this agreement as page 23.

B. Additional Sick Leave Benefits:

1. Sick Leave Incentive: If less than four (4) sick days are used in a full year, the Township will give three (3) additional personal days to be used in the following year.

2. If a full-time employee or permanent part-time employee retires from the service of the Township the employer shall compensate the employee for all accrued unused sick time at the rate of seventy-five percent (75%) for each day accrued, which will be paid to the employee at the time of separation.

3. If a full-time employee or permanent part-time employee leaves the service of the Township on conditions other than retirement they shall be compensated for all accrued unused sick time at the rate of fifty percent (50%) for each day accrued, which will be paid to the employee at the time of separation.

4. Permanent Part-Time employess shall be eligible for sick time benefits according to the schedule in the Department of Personnel Civil Service Rules and Regulations Title 4 and Title 11 and the benefits at which they will receive pay for will be calculated based on the percentage of hours worked in the six month period as compared with standard work period of 960 hours which is considered normal hours in a six month period.

5. Department Heads will maintain a file of sick days used and time remaining; such file is available for inspection by each employee.

6. Refer to Article XIX Retirement Benefits for employess who retire while on sick leave.

ARTICLE XVIII - Continued

LEAVES, EMPLOYEE DEVELOPMENT

4A:6-1.3 Sick leave

(a) Full-time State employees shall be entitled to annual paid sick leave as set forth in (a) 1 and 2 below. Full-time local employees shall be entitled to a minimum of annual paid sick leave as follows:

1. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.

(b) Part-time and 10-month employees shall be entitled to a proportionate amount of paid sick leave. State employees in intermittent titles shall be entitled to paid sick leave based on accumulated hours of work as set by the Commissioner.

(c) Paid sick days shall not accrue during a leave of absence without pay or suspension.

(d) Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

(e) An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

(f) Unused sick leave shall accumulate from year to year without limit.

(g) Sick leave may be used by employees who are unable to work because of:

1. Personal illness or injury;

2. Exposure to contagious disease;

3. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (see N.J.A.C. 4A:1-1.3 for a definition of immediate family); or

4. Death in the employee's immediate family, for a reasonable period of time.

(h) Sick leave may be used by a handicapped employee for absences related to the acquisition or use of an aid for the handicap when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the appointing authority.

ARTICLE XVIII - Continued

Title 4A:1-1.3 (12 & 14th item)

1. "Certification" means a list of names presented to an appointing authority for regular appointment.
2. "Class code" means a designation assigned to job titles in State Service with ranking based upon an evaluation of job content.
3. "Closing date for examination" means the date by which an applicant for an examination must meet all of the requirements contained in the examination announcement.
4. "Commissioner" means the Commissioner of Personnel.
5. "Days" means calendar days unless otherwise specified.
6. "Demotion" means, in local service, a reduction in title, and in State service, a reduction in class code.
7. "Department" in local service, where not otherwise defined by statute, means the largest type of organizational unit established by ordinance or resolution, as appropriate, that is not a sub-unit of any other organizational unit for the purpose of administering the political subdivision. In State service, "department" means a principal executive department of State government.
8. "Disposition" means the written report of actions taken by an appointing authority regarding a certification.
9. "Eligible list" means a roster compiled or approved by the Department of Personnel of persons who are qualified for employment or reemployment.
10. "Filing date for examination" means the date by which an application for an examination must be received in the office designated in the announcement. When mailed, the filing date is the date by which a properly addressed application must be postmarked.
11. "Fine" means a disciplinary penalty which requires the payment of money or the performance of service without pay or at reduced pay.
12. "Immediate family" means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.
13. "Layoff" means the separation of a permanent employee from employment for reasons of economy or efficiency or other related reasons and not for disciplinary reasons.
14. "Local service" means employment in any political subdivision operating under Title 11A, New Jersey statutes.
15. "Open competitive examination" means a test open to members of the public who meet the prescribed requirements for admission.
16. "Part-time employee" means an employee whose regular hours of duty are less than the regular and normal workweek for that job title or agency.

Continued from Article XVIII

C. SICK LEAVE PROCEDURES:

(a) An appointing authority may require proof of illness or injury when there is a reason to believe that an employee is abusing sick leave; an employee has been absent on sick leave for five or more consecutive work days; or an employee has been absent on sick leave for an aggregate of more than 15 days in a 12 month period.

(b) When an illness is of a chronic or recurring nature causing occasional absences of one day or less, one proof of illness shall be required for every six month period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment.

(c) In case of sick leave due to exposure to a contagious disease, a death in the employee's immediate family or to care for a seriously ill member of the employee's immediate family, reasonable proof may be required.

(d) An appointing authority may require an employee to be examined by a physician designated and compensated by the appointing authority as a condition of the employee's continuation of sick leave or return to work.

1. Such an examination shall establish whether the employee is capable of performing his or her work duties and whether return to employment would jeopardize the health of the employee or that of other employees.

2. The appointing authority shall set the date of the examination to assure that it does not cause undue delay in the employee's return to work.

ARTICLE XIX

RETIREMENT BENEFITS

A. All full-time and permanent part-time employees are eligible for membership in the Public Retirement System and Group Life Insurance is available according to the Civil Service Regulations.

B. Only all full-time employees who are disabled or retired after twenty (20) years of service with the Township of Edgewater Park shall have the opportunity to remain in the Medical Insurance Plan. The first seven (7) years will be paid by the employer at the 1990 rate. The difference will be paid by the retired employee at his/her own expense. After the first seven (7) years the entire cost of the insurance coverage will be paid by the retired employee.

C. All full-time and permanent part-time employees who retire from the service of the Township shall be compensated for all accrued unused sick time at the rate of seventy-five (75%) for each day accrued, which will be paid to the employee at the time of separation.

D. All full-time and permanent part-time employees receiving sick time benefits at the time of retirement shall cease to receive such benefits and will receive payment for seventy-five percent (75%) of the remaining sick time that has been accrued.

ARTICLE XX

FRINGE BENEFITS

A. Only all full time employees shall be enrolled in the Medical Surgical Plan of New Jersey hereafter referred to as "THE BLUES", meaning Blue Cross and Blue Shield, including benefits for spouse and family as specified in company's tariff's.

B. Each full time employee, spouse and eligible dependent shall also benefit from Major Medical, Prevailing Fee, Hospital and Surgical benefits and Rider "J" to the maximum allowable by "THE BLUES". Coverage shall be paid by the employer.

C. If the Township seeks to change the health plan to another carrier the new plan must be equivalent or better than the plan in effect now.

D. Only all full-time employees are eligible for membership in the Delta Dental Plan of New Jersey with coverage paid for by the employer. If the Township seeks to change the dental plan the new plan must be equivalent or better than the plan in effect now.

E. Only all full-time employess who retire or are separated from the Township after twenty (20) years of service shall have the opportunity to remain in the Medical Insurance Plan. (Refer to Retirement Benefits Article XIX.

F. It is agreed to have a Re-opener clause in this contract to negotiate two additional benefits being prescription eye glass plan and prescription plan based on both union and management agreeing on a new Medical Plan that will include these two benefits that will be equal or better than the present plan now in effect that does not include these two additional benefits.

ARTICLE XXI

UNION DUES AND AGENCY FEE

The Township agrees to deduct from the earnings of each employee union member, union dues, when said employee has properly authorized such deduction by signing a dues authorization card.

The Township will forward all dues deduction monies collected on a bi-weekly basis along with a list of employees who are included in the deductions. The union dues deductions are based on 1.154% of the gross pay. The check and payroll list of employee deductions will be sent to C.W.A. Local 1044 in care of the Treasurer as listed below:

C.W.A. Local 1044
107 High Street
P.O. Box 723
Mt. Holly N.J. 08060
Att: Treasurer

The parties agree that for the term of this agreement, in accordance with the New Jersey Statutes, any employee who is a member of this bargaining unit of the effective date of this agreement who is not a member of the union shall pay an Agency Shop Fee equal to eighty-five percent (85%) of the dues, initiation fees and special assessments of the bargaining agent.

Such fees shall be deducted from the employees affected on the basis of authorization provided by the bargaining agent. This provision shall be effective upon the signing and ratification of this agreement.

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 Employer or its agent or servants.

ARTICLE XXII

UNION RIGHTS AND PRIVILEGES

A. Representatives of the Union shall be permitted to conduct union business for a reasonable amount of time on the premises as long as it does not interfere with assigned duties of said employees.

B. The union may have the use of a meeting room within the Municipal Building when appropriately scheduled through the Township Clerk or Deputy Clerk.

C. No employee shall be contacted by a Committee Member or Township Administrator nor shall any employee contact a Committee Member directly, the purpose of which is to prefer charges or have charges preferred or to be questioned at length with the purpose of getting information in order to prefer charges or to have charges preferred. This does not preclude queries inherent with normal operating procedures and for normal conduct of business nor in emergency situations by and between the employee and his/her immediate supervisor.

D. No employee shall be brought up on charges unless employee's immediate Supervisor and Union Representative or Shop Steward are present.

E. The Township will pay the full days pay to the union Shop Steward for attending the C.W.A. Conference in each year of this agreement and the Township will also pay the full days pay to the union Shop Steward for attending the C.W.A. Local 1044 Conference in each year of this agreement. The total amount of six (6) paid union days to attend both Conferences over the term of this agreement. The pay will be at the regular daily rate, and notification to the Township will be within 10 days of each Conference date.

F. An attempt will be made to keep the soda and candy machines in working order.

ARTICLE XXIII

SEVERABILITY AND SAVINGS

In the event that any portion of this agreement shall be made inoperative by reason of Judicial or Administrative ruling, State or Federal Law or Civil Service Rules, Department of Personnel, that portion declared to be inoperative shall be excised from this agreement and the remainder of the agreement shall remain in full force and effect.

The contract stipulations shall supercede any Township ordinance or directive and shall only be superceded by Federal and State Law and Civil Service Department of Personnel operating rules and procedures.

ARTICLE XXIV

FULLY BARGAINED PROVISIONS

This agreement represents the full and complete understanding of the parties on all issues which were or could have been the subject of collective bargaining, and agree that all parts of this agreement will be interpreted according to the intent of the parties.

ARTICLE XXV

DURATION OF CONTRACT

This agreement shall be effective upon the passage of a resolution by the Township Committee directing the Mayor and the Township Clerk to execute the agreement and shall remain in full force and effect until the 31st day of December 1992.

It shall be automatically renewed from year to year thereafter, unless either party shall notify the other party, in writing, 90 days prior to the expiration date that it desires to modify this agreement.

In the event that such notice is given, negotiations shall begin no later than (60) days prior to the expiration date. This agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this agreement is provided to the other party in a manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

Notice of re-negotiations of this contract shall be specific as to which topics and subjects and the entire contract need not be re-negotiated if one or more specific items are negotiated.

ARTICLE XXVII

AGREEMENT

This Agreement made by and between the Township of Edgewater Park, hereinafter referred to as "Township" and Communications Workers of America AFL-CIO, Local 1044, hereinafter referred to as "Union".

WITNESSETH:

WHEREAS, the parties after due negotiations and consideration did enter into an employment contract which covered the years 1990, 1991, and 1992.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this 21st day of February 1990.

ATTEST: *Edward*
TOWNSHIP CLERK

FOR THE UNION
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO LOCAL 1044

BY: *John Lazzarotti*
JOHN LAZZAROTTI, PRESIDENT

BY: *Thomas Burr*
THOMAS BURR, FIELD REPRESENTATIVE

BY: *Chris Costello*
CHRISTOPHER COSTELLO, NEG. COMM.

BY: *Derek Wormley*
DEREK WORMLEY, NEG. COMM.

FOR THE TOWNSHIP
OF EDGEWATER PARK

BY: *Paul Guidry*
PAUL GUIDRY, TOWNSHIP ADM.

BY: *George Nyikita*
MAYOR GEORGE NYIKITA

TOWNSHIP OF EDGEWATER PARK

~~RESOLUTION~~XXXXXXXXXXXXXXXXXXXX

WHEREAS, the Township of Edgewater Park and Communications Workers of America, AFL-CIO, Local 1044 Representatives for the Edgewater park Clerical Employees have in accordance with the laws of 1968, Chapter 303, after collective bargaining, agreed upon a contract.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Clerk are hereby authorized and directed to execute the aforesaid contract covering the period January 1, 1990 through December 31, 1992.

Dated: December 20, 1989

TOWNSHIP OF EDGEWATER PARK

BY: *George Nyikita*
MAYOR GEORGE NYIKITA

CERTIFIED BY:

Virginia H. Dorward
TOWNSHIP CLERK

I, Virginia H. Dorward, Clerk of the Township of Edgewater Park, County of Burlington and State of New Jersey do hereby certify the attached page as a true excerpt of the minutes from the Township Committee Meeting of December 20, 1989.

Virginia H. Dorward

December 20, 1989 - Page 3

PUBLIC HEARING ORDINANCE #22-89

Mayor Notigan read by title on final reading an ordinance entitled AN ORDINANCE TO AMEND THE CODIFIED ORDINANCE OF THE TOWNSHIP OF EDGEWATER PARK SPECIFICALLY SECTION 5:1 PROVIDING FOR THE STATE UNIFORM CONSTRUCTION CODE FEES FOR THE TOWNSHIP OF EDGEWATER PARK, COUNTY OF BURLINGTON AND STATE OF NEW JERSEY.

Dr. Franciosi moved approval of Ordinance #22-89 on second and final reading. The motion was seconded by Mr. Dovey.

Mayor Notigan opened the public hearing.

There being no public comment, the Mayor closed the public hearing.

On a roll call vote, the motion to adopt Ordinance #22-89 was carried unanimously.

CONTRACT AWARD: C.W.A. LOCAL 1044 - CLERICAL UNIT

Mr. Guidry outlined the proposed three-year contract which would increase the salaries of clerical workers by 7% in 1990, 1991, and 1992. The Administrator also reviewed portions of the proposed contract dealing with bonus money, insurance benefits, paid days off, and sick time. Mr. Guidry indicated that in his opinion the contract was essentially the same and was a fair contract.

Mr. Dovey moved approval of the three-year contract with the C.W.A. Local 1044 - Clerical Unit as outlined by Mr. Guidry. The motion was seconded by Mr. Nyikita and unanimously carried.

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