

A RESOLUTION AUTHORIZING EXECUTION OF THE
AGREEMENT WITH THE PUBLIC WORKS EMPLOYEES
ASSOCIATION FOR THE PERIOD OF JANUARY 1,
1985 TO DECEMBER 31, 1987.

WHEREAS, the Township Administrator has negotiated an Agreement with the South Brunswick Public Works Employees Association for the period of January 1, 1985 to December 31, 1987, a copy of which is annexed hereto; and

WHEREAS, the Township Committee approves of and desires to enter into said Agreement;

NOW, THEREFORE, BE IT RESOLVED on this 18th day of June, 1985, by the Township Committee of the Township of South Brunswick County of Middlesex, State of New Jersey, that:

The Mayor and the Township Clerk be and are hereby authorized to execute the annexed Agreement with the South Brunswick Public Works Employees Association for the period of January 1, 1985 to December 31, 1987.

I do hereby certify that the foregoing is a true copy of a Resolution passed by the Township Committee of South Brunswick at a meeting duly held on the 18th day of June, 1985.

Kathleen A. Lopez

cc: P.E.R.C.
6/25/85

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SOUTH BRUNSWICK PUBLIC WORKS ASSOCIATION
AND
TOWNSHIP OF SOUTH BRUNSWICK

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**AGREEMENT
SOUTH BRUNSWICK PUBLIC WORKS ASSOCIATION
AND
TOWNSHIP OF SOUTH BRUNSWICK**

THIS AGREEMENT made this 24th day of June 1985, between
THE TOWNSHIP OF SOUTH BRUNSWICK, a municipal corporation a body
politic of the State of New Jersey, and

THE SOUTH BRUNSWICK PUBLIC WORKS EMPLOYEES ASSOCIATION
WITNESSETH

WHEREAS, the parties have completed negotiations on terms
and conditions of employment pursuant to the New Jersey Employer-
Employee Relations Act;

NOW, THEREFORE, it is agreed as follows:

I DEFINITIONS

The following terms used throughout this agreement are
defined as follows:

ADMINISTRATOR: The Township Administrator.

ASSOCIATION: The Public Works Employees Association.

CPI: The Consumer Price Index as published by the
Department of Labor. Specifically, the CPI shall be published
under the heading "Urban Consumers, New York - Northeastern New
Jersey (Base Year = 100). The Township shall determine the per-
centage change EMPLOYEE(S): Employees within the Department of
Public (not the change in the monthly index figures) in the index
for the year based on December through December. In instances of
a net CPI, the net is derived by subtracting from the total CPI
the percentage listed for medical care. Example: CPI 5%; MEDI-
CAL CARE 7% equals a net CPI of 4.65%.

DIRECTOR: The Director of Public Works or his
authorized designee.

EMPLOYEE: The employees of the Public Works Department covered by this agreement.

PERC: The Public Employees Relations Commission, State of New Jersey.

PPPM: The Personnel Policy Procedure Manual of the Township.

SENIORITY: The employee's most recent period of continuous service within the Unit.

TOWNSHIP: The Township of South Brunswick.

II UNIT DESIGNATION:

The Township recognizes the Association as the exclusive representative for all full-time employees of the Department of Public Works of the Township, excluding supervisors, part-time employees and managerial executives, as defined by the New Jersey Employer-Employee Relations Law, N.J.S.A. 34: 13A-1, et. seq.

III PAST PRACTICES AND POLICIES

Except as explicitly amended by the collective negotiations agreement between the parties, all personnel policies of the Township, as provided for in Chapter III of the Revised General ORDINANCES of the Township of South Brunswick, and specifically, the Personnel Policy Procedure Manual (PPPM), shall remain in effect. There shall be no change in terms and conditions of employment as specified in this manual, or as provided in past practices, or contained within the terms of the collective negotiations agreement between the parties, unless there has been prior negotiations with the Association.

IV ASSOCIATION RIGHTS

1) Leave Time For Association Business

A Negotiation Committee, consisting of no more than five (5) employees within the unit, shall be allowed to take time off from their assignment, with pay, if required to attend negotiation sessions with the Township Negotiation Committee during their normal tours of duty. Also, the President of the Association, or his designee, shall be given up to a total of twenty

four (24) hours off per year, with pay, to attend to other Association business, including the preparation of Association proposals, conferences with other members of the unit and the Association attorney, attendance at seminars and educational programs related to Association activities, and attendance at grievance and arbitration proceedings.

2) Dues Checkoff

The Township shall continue a dues checkoff system for all employees within the unit, who are members of the Association, in conformance with N.J.S.A. 52:14-15.9(e).

V WORKWEEK - OVERTIME

1) Workweek

The standard workweek shall be based on an eight (8) hour day and forty (40) hours for the workweek. All blue collar employees shall be guaranteed forty (40) paid hours of work in any one (1) workweek.

2) Overtime

Time and one-half shall be paid to all employees who work at times other than their assigned tours of duty except on Sundays and Township observed holidays. Overtime for Sundays and holidays shall be paid at the rate of double time.

If an employee works a schedule that provides for regular off days other than Saturday or Sunday, the double time pay for Sunday will apply when the employee works on that day which is his/her second day of rest.

3) Rest Time

For the benefit of the safety of the members, it is agreed that the Township will provide for rest periods upon execution of this agreement as hereinafter defined. When it is necessary for members of the unit to work beyond midnight, up to the start of the next regular work day, the Township agrees that the members affected will be given one hour of rest time for every hour worked beyond midnight not to exceed seven (7) hours total rest time.

The Director, or his designee, shall schedule each

member's rest period to commence at the start of his/her next regular tour of duty or prior to its completion with due regard to the maintenance of the work force.

VI VACATION

LEAVE

1) Vacation leave with pay shall be granted to all full-time employees of the unit in accordance with the following schedule:

<u>Days of Vacation</u>	<u>Years of Service</u>
One (1) day per month	Four or less
Seventeen (17) days per year	Five (5) or more
Nineteen (19) days per year	Ten (10) or more
Twenty-one (21) days per year	Fifteen (15) or more
Twenty-three (23) days per year	Twenty (20) or more
Twenty-five (25) days per year	Twenty-five (25) or more

2) Carry Over Vacation

Employees may carry over up to ten (10) accumulated and earned vacation days into the next calendar year.

3) The provisions of the Vacation Leave Policy as provided on the PPPM shall apply where applicable.

VII SICK LEAVE

The Sick Leave Policy as providing the PPPM shall apply except for the following:

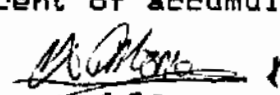
1) Maximum Cash Award

The maximum cash award for accumulated sick leave shall be \$20,000 based upon employee's normal rate of pay.

a. Benefit at Retirement: Fifty (50) percent of accumulated sick time.

b. Benefit Upon Separation: Twenty-five (25) percent of accumulated sick leave for employees with less than five (5) years of service; thirty-three (33) per cent of accumulated sick time for employees with five (5) or more years of continuous service; fifty (50) percent for employees with more than ten (10) years of continuous service.

c. Benefit - Employee Death: In the event of the death of an employee, one hundred (100) percent of accumulated sick


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leave shall be paid to the designated beneficiary of the employee or, to his/her estate subject to maximum award limit.

2) Sick Leave Incentive Plan

In order to discourage the unnecessary use of sick time and to encourage the accumulation of sick leave, the Township agrees to provide for the duration of this agreement, the following Sick Leave Incentive Plan:

a. An employee using seven (7) or less sick leave days in the calendar year, shall be compensated for the unused days at the rate of ten (\$10.00) dollars per day.

1) An employee who has used three or less sick days by the end of the current year, shall be compensated for all the current year unused sick days at the rate of fifteen (\$15.00) dollars per day. Unused sick days will continue to accumulate.

b. An employee who as of the end of the year has accumulated fifty (50) or more sick days, shall have the option of being paid forty (\$40.00) dollars per day for each of his fifteen annual sick days not used in that year. Employees electing this option shall not receive credit for the days "cashed in", i.e., no accumulation of days for which payment is received. An employee declining the option will receive credit for the days not used. EXAMPLE: An employee who has fifty-five (55) accumulated sick days at the end of December 31, 1984, and who in 1985 uses six (6) days of his annual allocation of fifteen (15) days, shall have the option of receiving payment in 1986 of \$40 for the nine (9) days not used in 1985 and not accumulating them, or alternatively, electing to accumulate the nine (9) days to his/her total sick leave time accumulation. If the employee chooses to receive payment for them, his/her accumulated sick time at December 31, 1985 remains at fifty-five (55); if he/she decides to ac-

cumulate the balance, the total is adjusted to sixty-four (64).

c. Payment of the benefits provided for in sections "a" and "b" shall be not later than February 15th of the year following the determination of eligibility and sick time use.

d. An employee who is discharged or who resigns because of pending disciplinary actions, shall not be entitled to the aforementioned benefits.

VIII PERSONAL DAYS

Three (3) personal days shall be provided to each employee in accordance with the PPPM.

IX MATERNITY LEAVE

Maternity leave shall be provided as per the PPPM.

X BEREAVEMENT LEAVE

Bereavement leave shall be in accordance with the PPPM except that "grandchild" shall be included in the definition of "immediate family."

XI LEAVE FOR JURY DUTY

An employee shall be provided time off with pay for serving jury duty in accordance with the the provisions of the PPPM.

XII GRIEVANCE AND ARBITRATION PROCEDURES

The present grievance procedure contained in the PPPM applies to the employees covered under this agreement except that the Association, on behalf of an individual grievant, may appeal a decision made by the Township Committee to an arbitrator to be selected pursuant to the rules of the New Jersey Public Employee Relations Commission (PERC). The decision of the arbitrator shall be final unless in conflict with State or Federal law.

XIII OUTSIDE EMPLOYMENT

The provisions of the PPPM shall apply except as follows:

Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the

Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal tours of duty with the Township. However, the employees recognize that their primary employment responsibility is to the Township and will therefore be available, immediately following tours of duty, upon reasonable notice by the Township, if they are called back to perform service on an emergency basis at hours other than during their normal tours of duty. Employees will advise the Director of Public Works of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Director may recall them back to work in the event of an emergency.

XIV RULES AND REGULATIONS OF THE DEPARTMENT

The PPPM notwithstanding, the Township shall not undertake new rules and regulations which affect terms and conditions of employment, unless the same has first been negotiated with the Association.

XV CLOTHING ALLOWANCE/MAINTENANCE

1) Allowance

Effective January 1, 1985, eligible employees will receive a \$500 annual clothing and cleaning allowance. This allowance shall be used for the purchase of required uniforms and shoes and maintenance of same. For the years 1986 and 1987 the annual allowance will be adjusted by the net cost of living adjustment as provided by the CPI.

Payment of the allowance shall be by February 1, in any given year.

Safety and rain gear shall continue to be provided by the Township.

2) Maintenance

The Association agrees that each employee covered by this agreement shall maintain a presentable appearance. Presentable appearance is defined in the Letter of Understanding executed by the Township and the Association of date April 17,

1978. Any employee reporting for work not properly attired or whose uniform is in gross disrepair shall be suspended without pay for that day. Any employee suspended for this reason more than twice in any twelve (12) month period from the date of the first violation may be terminated. The decision as to proper appearance shall be that of the Director or an authorized supervisor or foreman. Any employee suspended under this clause shall have the right to appeal to the Administrator within five (5) days of the notice of suspension.

3) New Employees

Whenever the Township hires a new employee for full time work, subject to the six (6) month probation period, said employee shall not be entitled to the normal clothing/maintenance allowance provided regular association employees. However, the Township shall provide a full set of uniforms, work jacket and safety shoes. All new employees who fail to satisfactorily complete the six (6) month probation period and are terminated shall be required to return the uniforms and equipment forementioned. Payment of final wages and any other monies due shall not be made until said employee turns in the clothing and equipment.

If the beginning date of employment is prior to July 1, of any given year, the employee shall not be entitled to any additional clothing/maintenance allowance for the remainder of that year. If employment occurs on or after July 1, of any given year, then for the following year the employee shall receive one-half of the regular clothing/maintenance allowance provided Association employees. In each year thereafter, the employee shall receive the normal clothing/maintenance allowance.

XVI HEALTH BENEFITS

1) Premium and Alternate Plans

During the term of this agreement, the Township shall provide medical and hospitalization benefits including prescription drug, vision care and dental. Premium for this coverage shall be borne by the Township for the employee and eligible dependents. Employees electing a health benefits package other

than the Townships such as HMO or RCHP, or any similar authorized plan, are require to pay for any additional premium over and above the premium associated with the Township's health benefits package.

2) Insurance Carriers; Change

The Township has the right to change insurance carriers providing the overall benefit level remains the same, if not improved.

3) Vision Plan

The Vision Plan provided to employees covered under the Township's health plan shall continue in effect as per the previous agreement except that the benefit level shall be adjusted as of January 1, 1985 by the net CPI and a \$15.00 benefit shall be provided to defray the cost of a glaucoma test if not given as part of a regular eye exam. The benefit level shall also be adjusted January 1, 1986 and January 1, 1987 by the net CPI. A copy of the "Vision Care Benefit" schedule effective January 1, 1985 is appended to this agreement as Appendix A.

4) Other

In the event of the death of an employee, the Township agrees to continue to pay the premium for the health plan for a period of two (2) years or until the spouse remarries, whichever occurs first.

Retirees have the option of continuing insurance coverage by paying the Township the amount of the premium required to continue coverage. It is understood the Township will provide this benefit contingent upon the insurance carrier permitting same.

XVII MERIT INCREASES/RECLASSIFICATIONS

Merit increase shall be up to five (5) percent subject to the approval of the Director and Administrator except that the last merit increase shall not exceed the maximum hourly rate as set forth in this agreement.

Reclassifications recommended and approved during the annual employee evaluations, shall be effective January 1, of the

succeeding year. All reclassifications must receive the approval of the Administrator and Township Committee.

XVIII STABILITY PAYMENTS

1) For all new employees hired after January 1, 1983 the following schedule of benefits shall constitute the Longevity Plan:

<u>Years of Service</u>	<u>Payment</u>
5	\$500.00
10	\$1,000.00
15	\$1,500.00
20	\$2,000.00
25	\$2,500.00
30	\$3,500.00

2) For all employees employed prior to January 1, 1983, the existing Longevity Plan, as provided in the PPPM, shall continue with the exception that no employee shall be entitled to receive more than \$5,000.00 in longevity pay in any given year.

XIX JOB OPENINGS

All notices of job opening in the Township operations shall be posted sufficiently in advance of the anticipated hiring date and in no event less than ten (10) days. Nothing herein shall preclude the Township from responding to emergency conditions.

XX PHYSICAL EXAMINATIONS

Each employee shall be eligible to receive a physical examination by a physician of his/her choice on a bi-annual basis. The Township will reimburse the employee receiving a physical examination up to \$150.00. The employee must provide a statement showing the cost of the examination. If requested, the employee must produce a statement showing the results of the examination.

XXI SALARY AND WAGES/EDUCATION BENEFIT

Effective January 1, 1985, the salary and wage schedule for employees covered under this agreement shall be as follows:

1) 1985 -1986

Range/Classification	HOURLY RATE SCHEDULE					
	1/1/85		7/1/85		1/1/86	
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.
31 Laborer Laborer Sr.	6.76	8.81	7.00	9.12	7.49	9.76 10.20
32 Meter Reader Meter Reader Sr.	7.09	9.13	7.34	9.45	7.85	10.11 10.56
34 Animal Warden Equip. Oper. Animal Warden Sr. Equip. Oper. Sr.	7.53	9.74	7.79	10.08	8.34	10.79 11.27
36 Sewer Mntc. Man Heavy Equip. Oper. Sewer Mntc. Man Sr. Heavy Equip. Oper. Sr.	8.08	10.44	8.36	10.80	8.94	11.56 12.08
38 Hvy.Equip.Oper.II Equip. Mntc. Mechanic Water Mntc. Man Hvy.Equip. Oper. II Sr. Equip. Mntc. Mechanic Water Mntc. Man	8.70	11.15	9.00	11.54	9.63	12.35 12.91
41 Veh. Mntc. Foreman Section Foreman Veh. Mntc. Foreman Sr. Section Foreman Sr.	9.82	12.45	10.16	12.89	10.87	13.79 14.41

ANNUAL

10 Bkkpng. Clerk Bkkpng Clerk Sr.	9,387	15,557	9,716	16,102	10,396	17,229 18,004
13 Clerk II Clerk II Sr.	11,500	18,015	11,902	18,646	12,735	19,951 20,849
22 Admin. Sec. Admin. Sec. II	13,529	20,127	14,003	20,831	14,983	22,289 23,292

2) 1987 Wage Increase

It is agreed that the for the year 1987 the salary and wage increase shall be based on a formula that will provide each eligible employee an equal across-the-board salary and/or wage increase. The increase shall be calculated as follows: The annual salary and or wage for each eligible employee in service as of January 1, 1987, will be totaled and multiplied by seven (7) percent. The increase in salary and wage represented by the in-

crease of seven (7) percent will then be divided by the total number of eligible employee. The quotient will be the dollar amount each employees' salary and/or wage will be increased by for 1987. Example: ten (10) employees; total of salary and wages for 1987 equals \$190,000. Increase of seven (7) percent equals \$13,300; divide by ten (10) employees, equals across-the-board increase of \$1,330.00 For purposes of this calculation an amount of less than one dollar will be rounded up to the next highest dollar if fifty cents or greater; if less than 50 cents, amount will be dropped. Employees paid on an hourly basis, will have their annual salary computed by multiplying their hourly rate by 2088 hours.

3) Wage Computation

The wage schedules depicted in Article XXI shall be based on an annual rate of 2088 hours; likewise for 1987. The annual number of hours is derived by multiplying the total number of working days in a given year by eight (8). For purpose of payroll and other benefit calculation, each members annual rate will be calculated by multiplying the hourly rate by 2088 hours. For 1985 each employee's annual rate will be divided by twenty-four (24) to provide for a semi-monthly system of paying each employee.

For 1986, and thereafter, each employee's annual rate will be divided by twenty six (26) to provide for a bi-weekly system of paying each employee.

4) Senior Position

There is created effective January 1, 1986, the position classification of "Senior." Employees who have attained at least three (3) years of service in a position and have been at the top of the salary range for at least three years in that position, shall advance to the "Senior" position the January 1 following their meeting the criteria. The salary/wage differential for the "Senior" position shall be four and one-half (4 1/2) percent of the top of the range for the particular position.

5) Education Benefit

Effective January 1, 1985 there is established an Education Benefit Program.

a. College Credits/Tuition Reimbursement: The Township will reimburse employees \$25.00 per credit hour for credits earned at a recognized or accredited school. The cost of vocational training course that are directly job related, will be fully reimbursed. Vocational training courses that are not job related, are subject to reimbursement at the rate of fifty (50) percent of the cost of the course. All applications for vocational training courses must be submitted to the Director for review and approval.

b. Degree Incentive Program: The Township will pay employees who earn or who have the following degrees at the annual rate shown:

<u>DEGREE</u>	<u>1985</u>	<u>1986</u>	<u>1987</u>
Associates	\$350	\$350	\$350
Bachelors	\$700	\$800	\$900
Masters	\$1000	\$1000	\$1100

An employee claiming this benefit must produce for his/her personnel record a copy of the certification evidencing the holding of the degree. Payment for those eligible will be made not later than April 1. Payment for a degree just acquired, will be prorated on the basis of the date of the degree to year end.

XXII CHANGE IN CONSUMER PRICE INDEX

It is understood and agreed by both parties that if the Department of Labor's Bureau of Labor Statistics Consumer Price Index is revised in such a manner to adversely affect the use of the CPI as referenced in this agreement, the parties shall request the Bureau of Labor Statistics to provide an appropriate conversion formulae which shall then be applicable. If a conver-

sion formulae is not made available by the Bureau, or if the Consumer Price Index is discontinued, the parties shall meet to determine an appropriate substitute.

XXIII ACTING FOREMAN/FOREMAN ON CALL

1) Acting Foreman

The Township agrees to continue to provide for the position of Acting Foreman subject to the qualifications and conditions as follows:

a. Employees within the following units are eligible for this benefit:

1. UNIT - Road Repairs and Maintenance

2. UNIT - Water and Sewer Operations

3. UNIT - Public Buildings and Grounds

4. UNIT - Maintenance and Operation of Automotive Equipment

b. When a unit is without the services of at least one (1) regular Foreman due to absence because of vacation, illness or for any reason, for a period of at least one day, an Acting Foreman shall be appointed. The Acting Foreman shall be appointed, whenever possible, from the unit in which the temporary vacancy exists.

c. Eligibility for Acting Foreman shall be limited to an employee classified in Range 38 or higher, If there is more than one "38" or higher in the particular operating unit, the appointment of the Acting Foreman shall be rotated among those eligible.

d. An employee appointed as Acting Foreman shall be qualified for the responsibilities of the position and worthy of appointment based on past performance. The Director may refuse to assign an Acting Foreman if, in his judgment, past performance and qualifications do not justify the appointment.

e. Any employee designated as Acting Foreman shall receive a wage supplement of ten (10) percent of their

regular wage rate for time earned serving as Acting Foreman. Payment shall be computed to year end and paid in the first convenient pay period in January and, in no event, later than the last pay period in January. The Director shall maintain records indicating the time earned by each employee for his/her Acting Foreman's work. No payment for Acting Foreman shall be made for assignments of less than one full working day.

2) Foreman On Call

Effective January 1, 1985, employees designated as Foreman shall receive in a separate check, a cash allowance of \$225 for being required to be on call during certain times during the year on a rotation basis with other Foreman. Payment of the \$225 shall be made to each Foreman no later than December 15, of the year. It is understood and agreed that effective with this agreement Supervisors are not on call.

XXIV RECALL RIGHTS

Any employee recalled for a work assignment, outside of his/her normal working hours, shall be entitled to a minimum of two (2) hours "call-out" pay at time and one-half his/her normal rate of compensation. This provision is not applicable to employees who are held over, on a continuous basis, from their normal tour of duty. Effective July 1, 1985, the minimum "call-out" shall be three (3) hours.

XXV LAYOFF AND RECALL

1) The Township shall lay off employees in an inverse order of seniority, providing the remaining employees have the demonstrated ability and qualification to perform the remaining work as determined by the Township.

a. The Township may lay off an employee without regard to seniority if the employee in his most recent performance evaluation has a rating of unsatisfactory or less.

b. An employee may also be laid off without regard to

seniority if upon a review by the Township Administrator, Department Head and supervisor, the employee's sick leave record shows a clear record of abuse of the sick leave privilege.

3) While seniority shall prevail during layoff procedures, the employee subject to layoff may, at his/her discretion, replace another employee in a lower qualification if the bidable qualifications are met for that particular job.

4) Employees on layoff shall be recalled in the order of seniority providing that those recalled have the demonstrated ability and qualifications to perform the available work as determined by the Township.

a. If in the event of recall, the vacancy that exists is in a lower classification than from which the employee was laid off, the employee has the right to accept that position at the highest step of pay for that particular position.

5) Seniority shall terminate upon:

- a. discharge;
- b. voluntary quitting;
- c. layoff for a period of one year or more;
- d. failure of employee to accept and report to work within one (1) week of notification of his recall by certified mail delivered to his last address as provided by the employee at the time of his layoff.
- e. the employee obtaining a leave of absence through false, misleading statements.

6) The period of layoff shall not constitute a break in service, but the period of layoff shall not be credited to the employee's record for all related benefits.

XXVI BLOOD DONATION

An employee donating blood during working hours as part of a Township Blood Drive, shall be permitted two (2) hours compensatory time. The time may be taken will be scheduled with the approval of the Director.

XXVII FUTURE NEGOTIATIONS

On negotiations for a successor contract, the parties agree that if they reach an impasse on any terms and conditions of employment, the same will be submitted to a mediator/fact finder to be selected pursuant to the rules of PERC.


XXVIII TERM OF CONTRACT


The term of this agreement shall be for a period of three (3) years from January 1, 1985 to December 31, 1987.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers on the day and year first above written.

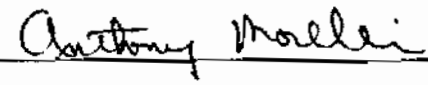
TOWNSHIP OF SOUTH BRUNSWICK

ATTEST


Kathleen Thorpe, Township Clerk


Warren E. Monroe, Jr., Mayor

SOUTH BRUNSWICK PUBLIC WORKS EMPLOYEES ASSOCIATION

BY 
Anthony Morelli, President

ATTEST:


Helen Bauer, Secretary