

BOROUGH OF KINNELON

WITH

Local #164, IBEW

COLLECTIVE BARGAINING  
AGREEMENT

JANUARY 1, 2011 - DECEMBER 31, 2012

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## PREAMBLE

This Agreement entered into and effective as of this 1<sup>st</sup> day January, 2011 (except for the adjustment in wages as set forth in Article VII which shall be effective as of the dates set forth therein) by the Borough of Kinnelon, hereinafter referred to as "Employer", and Local #164, IBEW, AFL-CIO, hereinafter referred to as "Union", has as its purpose the provision of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

Now, therefore, it is agreed as follows:

## ARTICLE I

### RECOGNITION

The Employer recognizes the Union as the sole and exclusive "Bargaining Unit" for the purpose of collective bargaining concerning wages, hours and working conditions for all.

**Included:** All regularly employed clerical, borough workers and dispatchers employed by the Borough of Kinnelon. Part-time employees (except dispatchers) receive vacations, personal days, holidays, sick leave and bereavement leave on a pro-rata basis.

**Excluded:** Managerial executives, confidential employees, supervisors within the meaning of the Act, and all other employees of the Borough of Kinnelon.

## ARTICLE II

### UNION SECURITY

#### **1. Check Off of Union Dues**

- A. All employees covered by this Agreement may tender their membership dues to the Union by voluntarily signing the Authorization for Payroll Deduction of Union Dues Form provided by the Union.
- B. The Employer agrees to deduct dues in the amount certified by the Union.
- C. Payroll deduction of Union dues shall become effective in the next full pay period following receipt of authorization by the Employer.
- D. The total of all such deductions, together with a list of employees from whom dues have been deducted, shall be remitted to the designated Financial Secretary of Local #164, IBEW, 205 Robin Road, Suite 315, Paramus, NJ.
- E. Payroll deductions shall be made from each and every payroll (26 times per year) and shall be remitted to the Union on the last business day of each calendar month; provided, however, that the Employer may reasonably change the check off procedure upon reasonable advance written notice to the union but shall, in all events, check off dues every month.
- F. Any Change in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the Employer in advance of the effective date of change and in sufficient time for Employer to make changes to its payroll process. Each employee who, on the effective date of this Agreement is a member of the Union shall maintain his membership in the Union for the duration of this Agreement.
- G. Dues deductions for any employees in the bargaining unit shall not be limited to the Union, the majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 next succeeding the date on which notice of withdrawal is filed.

#### **2. Agency Shop**

##### **A. Representation Fees**

- a. The parties agree that effective approximately thirty days after agreement on this contract, all employees in the bargaining unit who do not become members of Local #164, IBEW within 30 days shall have deducted from their salaries and forwarded to the Union a Representation Fee in a manner and in an amount as provided below.

## **B. Representation Fee Amount**

- a. At least (30) days before the effective date of the Representation Fee, or any subsequent modification thereof, the Union shall notify the Employer of the monthly amount to be deducted from non-members' salaries. Any change in the representation fee shall be made upon written notification to the Employer pursuant to "1(f)" above.

## **C. Representation Fee Deductions:**

- a. Representation Fees shall be deducted from non-members' salaries at the same times and in the same manner as union dues are deducted from Union members' salaries under this Article.
- b. Representation Fees shall be deducted commencing with the first payroll from which Union dues are deducted following the thirtieth (30<sup>th</sup>) day after the expiration of an eligible employee's probationary period or the tenth (10<sup>th</sup>) day - following re-entry into the bargaining unit in the case of employees who had previously served in bargaining unit positions and who continued in the employ of Employer in a non-bargaining unit position (10 month employees shall be considered to be in continuous employment).
- c. Should a non-union member become a Union member, the Employer shall, upon written notice from the Union, cease deducting the representation fee and commence deducting union dues.
- d. Should any Union member direct Employer to cease dues deductions in accordance with the terms of the dues check off agreement, the Employer shall, thereafter, commence deduction of representation fees from such employee's salary after receipt of written notice from the Union of such employee's salary after receipt of written notice from the Union of such employee's change in status.
- e. In all events, the Union shall provide the Employer with written authorization for deduction of representation fees prior to said fees being deducted by the Employer.
- f. Representation Fees shall be remitted to the Union in the same manner and at the same time as are union dues.
- g. The Union hereby agrees to indemnify, defend, and save harmless the Employer from any claim, suit or action, or judgments, including reasonable costs of defense which may be brought at law or in equity, or before any administrative agency, with regard to or arising from the deduction from the salaries of any employee of any sum of money as a Representation Fee under the provisions of the agreement.

### 3. NOTIFICATION OF NEW EMPLOYEES

The Employer agrees to submit to the Union Recording Secretary each month a list of new employees hired by the Employer covered by this Agreement, their job classification, home address and whether their employment is on a permanent, provisional, seasonal or temporary basis.

### 4. Bulletin Boards

The Employer agrees to provide a 3' x 4' bulletin board for the exclusive use of the Union to post Union notices and other Union information at the Municipal Building.

### 5. Access to Premises

The Employer agrees to permit representatives of the Union Council to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of employees' duties and provided that such visit is on the employees' non-working time.

## ARTICLE III

### MANAGEMENT'S RIGHTS

Unless modified or relinquished in or by this Agreement, the Employer shall continue to have the sole right to manage and operate its business, property and facilities and to direct its working forces. The foregoing shall include, but not be limited to, any change in the nature or scope of the business or method or system of operating the same, the discontinuance consolidation or change in the organization of departments, direction and scheduling of employees, the fixing of opening and closing hours, the employment, placement, transfer, promotion of employees, the need for the extent of any layoff and the sufficiency of all equipment; supplies, etc. of the Employer at any work site. The Employer shall be the sole judge as to the number of employees needed for the conduct of its business. The Employer may continue, and from time to time, make or change such rules or regulations as it may deem necessary and proper for the conduct of its business provided that the same are not inconsistent with any of the provisions of this Agreement. All such rules and regulations shall be observed by the employees covered by this Agreement.



## ARTICLE IV

### PROBATION PERIOD

All new employees shall be subject to a **six (6) month** probation period during which they may be disciplined or discharged without resort to the grievance and arbitration provisions hereof. The Employer may extend the probationary period for an additional 30 working days upon written notice to the Union or Shop Steward.

## ARTICLE V

### **RELATIONSHIP TO EMPLOYER'S POLICIES**

All provisions of this Agreement are made expressly subject to the Employer's general or specific personnel or benefits policies, as they may, from time to time, be constituted; provided, however, that in the event of an inconsistency between this Agreement and such policies, this Agreement shall prevail. The Employer shall provide a copy of such policies to the Union upon request.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. And the parties agree that any discipline of covered employees shall be for "just cause" only.

#### B. Definitions

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by the Union on behalf of an individual or individuals, or the Employer.

#### C. Sole Remedy

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent. It is recognized that prior to initiating the formal grievance procedure an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head.

##### Step One

- a. An aggrieved employee or the Union on behalf of the aggrieved employee shall institute action under the provisions hereof with five (5) business days of the occurrence or the discovery of the occurrence of the grievance. The employee or the Union shall; file his/her signed written grievance with the Department Head.
- b. The Department Head shall render a decision in writing within five (5) days from the receipt of the grievance.

##### Step Two

- a. In the event the grievance has not been resolved at Step One, then within five (5) business days following the determination, the matter may be referred to the Personnel Chairman who shall review the matter, hold a conference with all the parties necessary for a full exploration of the issues, and make a determination within thirty (30) business days from the receipt of the grievance.

### Step Three

- a. In the event the grievance has not been resolved at Step Two, the Union within thirty (30) business days shall request arbitration. The arbitrator shall be chosen in accordance with the rules of PERC.
- b. The Union agrees that this provision is exclusive and that no employee shall have access to any other remedy, including but not limited to, any committee or individual member or official of the Employer's government.
- c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions to this Agreement or any amendment or supplement thereto.
- d. The cost for the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred, including but not limited to, the presentation of witnesses shall be paid by the party incurring same.
- e. The Arbitrator shall set forth his/her findings of facts and reasons for making the award within thirty (30) business days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

## ARTICLE VII

### HOURS AND OVERTIME

#### A. General Work Schedule

1. The general work week shall consist of five consecutive 7 hour days, Monday through Friday, inclusive. It is acknowledged that the Employer may alter this provision within its discretion, but shall only be exercised on 45 days written notice to the Union, except in the event of emergencies, including staffing emergencies, when no such notice shall be required.
2. The regular starting time of a shift will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs for the same with representatives of the Union. It is acknowledged, however, that the Employer may alter shift times within its discretion, upon 45 days written notice to the Union, except in the event of emergencies, including staffing emergencies, when no such notice shall be required

#### B. Overtime

1. Time and one half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:
  - a. All hours worked in excess of forty hours in any one (1) week, shall be considered at time and a half.
2. All hours worked on a paid Holiday shall be considered at time and a half.

## ARTICLE IX

### HOLIDAYS

A. Each employee shall be compensated for the following Holidays:

- 1) New Years Day
- 2) Presidents Day
- 3) Good Friday
- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Columbus Day
- 8) Election Day
- 9) Veterans Day
- 10) Thanksgiving Day
- 11) Day Following Thanksgiving Day
- 12) Christmas Day
- 13) Employee's Birthday

B. In the event the Holiday falls on a regularly scheduled work day the employee shall receive the day off with pay.

C. In the event any of the above holidays fall on a Sunday, they shall be celebrated on the following Monday. Should any of the aforementioned holidays fall on a Saturday, they shall be celebrated on the preceding Friday.

D. All employees shall be granted four (4) hours early quitting time on New Year's Eve and Christmas Eve days, even if New Year's Eve or Christmas Eve fall on a Saturday or Sunday.

## ARTICLE X

### VACATIONS

#### A. Amount of Vacation Leave

1. Vacations are to be in effect from January 1 to December 31 and are granted on a calendar -year basis for employees who remain on the payroll continuously and without interruption for the requisite number of years. Annual vacation with regular pay shall be given to all employees covered herein, as follows: (a) After six (6) complete months to twelve (12) complete months: five (5) days;  
(b) From the first day of the thirteenth (13<sup>th</sup>) month to the sixtieth (60<sup>th</sup>) complete month: ten (10) days.  
(c) From the first day of the sixty first (61<sup>st</sup>) month to the one hundred and twentieth (120<sup>th</sup>) complete month: fifteen (15) days.  
(d) From the first day of the one hundred twenty first month (121<sup>st</sup>) to two hundred forty (240) complete months: twenty (20) days.  
(e) Upon the first day of the 241<sup>st</sup> month: twenty five (25) days.
2. Vacations shall not be accumulated and cannot be carried over.
3. A permanent employee who returns from a regular tour of military duty is entitled to pro-rata vacation allowance for the calendar year of return provided the latter can be taken during the year of return.
4. Employees shall be granted permission to buy back up to one week's vacation. Borough must be notified by December 1<sup>st</sup> of that year and payment must be for an entire week.
5. The Borough shall be notified at least 2 days in advance for the use of vacation time.

#### B. Vacation Leave Due Upon Separation

An employee who is retiring or who has otherwise separated (including died) shall be entitled to the vacation for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective, except if an employee is terminated for dishonesty.

## ARTICLE XI

### PERSONAL DAYS

Upon 24 hours written request to the Department Head, which may be waived in the event of an emergency, every employee shall be allowed three (3) non-cumulative personal leave days with pay per year. The scheduling of such days shall be subject to the Employer's scheduling needs as determined solely, but reasonably, by the Employer.

Personnel days cannot be accumulated.

## ARTICLE XII

### BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, he/she shall be granted bereavement leave with pay for a period not to exceed five (5) consecutive working days, one of which shall include either the day of death or the day of the funeral. "Immediate Family" under this section is defined as parents, spouse, grandparents, natural brothers and sisters, children and parents-in-law or any person living in-the employee's immediate household.

## ARTICLE XIII

### LEAVES OF ABSENCE

A. Every employee subject to this Agreement may be granted a leave of absence within the discretion of the Employer.

B. Employees returning from authorized leaves of absence as set forth above will be restored to their original or equivalent job, as may be appropriate within the discretion of the Employer, at the then prevailing rate of pay, with no loss of seniority or other employee rights. Privileges and benefits shall be restored only upon return to work.

C. All employees shall be entitled to leaves pursuant to any applicable state or federal family leave acts. Arbitration will not be available to employees under this Agreement concerning such leaves if an employee elects to pursue such grievances through statutory remedies.



## ARTICLE XIV

### EDUCATION REIMBURSEMENT

Employees who have completed the probationary period shall be eligible for tuition payment, not to exceed \$500.00 per calendar year, for accredited courses related to their jobs and upon the prior written consent of the Employer. The Employee must attain at least a "C" or "70" grade, or face possible reimbursement by the Employee to the Borough for the Borough's payment of the tuition.

## ARTICLE XV

### SICK LEAVE

A. Every regular employee subject to this Agreement shall be entitled to paid annual sick leave benefits. Part-time employees shall receive such benefits on a pro-rated basis.

B. Unused sick leave may be accrued as hereinafter set forth.

C. Service Credit for Sick Leave: Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness or accident.

D. Amount of Sick Leave:

1. For employees employed for less than 12 consecutive months: such employees shall be allowed sick leave with full pay at a maximum of one (1) day per month for the first 12 months of employment with such paid sick leave not to exceed 12 days per calendar year.
2. For employees employed more than twelve consecutive months: such employees shall be allowed 12 sick leave days with full pay per calendar year.
  - a. If an employee uses all 12 given sick days during a current year of employment, a Doctor's note shall be required before using more sick time for that current year. The object of this revision is to curb sick time abuse.

E. Reporting of Absence on Sick Leave.

1. If any employee is absent for any reason that may entitle him/her to sick leave, the supervisor shall be notified not less than one (1) hour before the employee's usual reporting time, except in the case of verifiable reason for not doing so.
2. Absence without notice for five (5) consecutive days shall constitute a resignation. This shall not be construed to limit the Employer's right to discipline an employee for failing to provide timely advance notice of absence.

#### F. Verification of Sick Leave

1. An employee who shall be absent on sick leave may be required to submit medical evidence reasonably acceptable to the Employer substantiating the illness, should the Employer reasonably deem it warranted. Failure to make such request shall not foreclose the Employer from questioning the validity of any sick leave.
2. The Employer may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the Employer, by a physician designated by the Employer. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health or safety of other employees

#### G. Sick Leave Due Upon Separation:

Whenever a permanent employee dies having to his/her credit any annual sick leave, same shall be calculated based upon the employee's rate of pay at the time of death and such sum shall be paid to the deceased employee's estate.

#### H. Accumulated Sick Leave/Personal Days and Compensatory Pay:

There shall be no accumulation of personal days or compensatory days. Any employee hired after January 1, 2013 shall not be entitled to accumulate sick leave pay. Those employees who have already accumulated 120 days shall be entitled 120 days maximum. Those employees who have already accumulated less than 120 days but more than 30 days shall remain at that number and shall not accumulate any additional sick leave. For example, if you are currently at 40, you remain at 40 days sick leave for the remainder of your employment with the Borough. For those current employees who have accumulated less than 30 days of sick leave, they can accumulate up to a maximum of 30 days of sick leave for the remainder of your employment with the Borough.

The payout shall be, as follows:

- (i) At retirement only, any full-time or permanent part-time employee can choose to take his/her accumulated sick leave/personal days up to the maximum 120 days.
- (ii) In the alternative, at retirement only, any full-time or permanent part time employee may choose to be paid at the rate of fifty dollars (\$50) per day for each unused accumulated sick day/personal day up to the maximum 120 days subject to the employee's accrued credit for said compensation.
- (iii) "Accrued Credit for Compensation" shall be defined and shall accrue such that payment for compensation for unused sick days will be made based upon a rate of ten percent (10%) of the accumulated sick days for each full year of employment to the tenth (10<sup>th</sup>) year. The employee shall be compensated for one hundred percent (100%) of accumulated sick leave in the 10<sup>th</sup> year of employment and thereafter.

- (iv) At retirement, the employee may also choose to take a portion of accumulated sick days as leave and a portion in compensation as set forth above, subject to the consent of the Employer.
- (v) The foregoing policy shall not alter or change the established policy of using unused sick days/personal days for disability. There is no limit to the number of sick days that can be accumulated and used towards a future illness.

I. Confidentiality:

The Employer will use its best efforts to hold employee health information confidential. Use of same in grievances and arbitrations shall constitute an exception.

## ARTICLE XVI

### HEALTH BENEFITS

- A. All full-time actively employed employees covered by this Agreement shall be entitled to receive all non dental health benefits provided to a majority of other employees of Employer at the same level and on the same basis. Dental coverage is available to full-time employees of the Borough of Kinnelon who meet the health benefits eligibility criteria. In general and subject to change, the dental plan covers routine dental expenses such as preventive care, fillings, root canals, periodontics, dentures, and bridgework. The employee shall be responsible for 25% of the single coverage premium cost. The employee shall also be responsible for 75% of any additional cost above the single coverage premium (i.e., husband/wife coverage premium, parent/child, family coverage premium).
- B. All full time, actively employed employees covered by this agreement shall be entitled to receive three hundred dollars (\$300) every two years reimbursement towards eye care expenses subject to following:
1. The employee must present to the Employer, an invoice from a licensed practitioner indicating the amount paid.
- C. At the discretion of the Union, if the Employer sponsors SMAC tests for other employees of the Employer, such tests shall be provided for all covered employees and their spouses and such tests shall be administered by the Employer's department of health. The costs for SMAC tests to be paid by the employees will be the same costs paid by other Borough employees.
- D. Health benefits upon retirement: For any employee who, on the date of retirement from the Borough, has 1) been employed by the Borough for at least 25 years; and 2) attained the age of 55: the Borough will contribute \$3,000.00 per year toward the employee's Health Benefits for each year up to and including the year prior to the year the employee becomes eligible for Medicare Benefits. For the year that the employee becomes eligible for Medicare Benefits, the Borough shall contribute the \$3,000.00 payment on a pro rata basis for the time period in said year that the employee is not eligible for Medical Benefits.

## ARTICLE XVII

### MILEAGE

#### **Mileage Reimbursement**

The Employer's borough-wide policy regarding payment for automobile mileage, as it may be formulated from time to time, is hereby incorporated herein by reference.

## ARTICLE XIX

### SENIORITY

- A. Seniority is defined as an employee's total length of permanent service with the Employer, beginning with his original date of permanent hire.
- B. The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request but not more often than one time per month.

## ARTICLE XX

### NO-STRIKE PLEDGE

- A. During the term of this Agreement, the Union agrees on behalf of itself and its members that there will be NO Strike of any kind, including slowdowns and partial strikes, and the Employer agrees that it will not cause any lockout.
- B. (i) Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to discipline employees (including discharge) in the event of a breach hereof this provision: Should the Union grieve and arbitrate any disciplinary action taken by the Employer under this article, the arbitrator shall apply a rebut table presumption of propriety to the disciplinary remedy selected by the Employer.  
(ii) Employer may seek and obtain such judicial relief as it may be entitled to have in law or in equity, for injunction or damages or both, in the event of breach hereof by the Local Union or its members.

## ARTICLE XXI

### WORK FORCE CHANGES

- A. Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such openings shall be posted on bulletin boards, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than five (5) work days. The Employer shall not be obliged to hire any employee responding under this provision. However, the Employer may not arbitrarily refuse to hire such respondent.
- B. Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.
- C. Where an employee is subject to an involuntary transfer or relocation, the Employer shall give written notice of such transfer or relocation to the employee within ten (10) work days prior to such proposed effective date with a copy to the Shop Steward and to the Union, except in an emergency (including staffing).
- D. In the event of a work force reduction, the Employer agrees that any layoffs will be done by reverse seniority.

## ARTICLE XXII

### UNION MEETINGS

- A. Employees shall be entitled to hold a membership meeting on Employer's or Employer-related premises, as designated by Employer, upon one week's notice to the Department Head; provided, however, that such meeting shall be held on non-work time.
- B. The Employer shall give time off with no loss of pay for members of the Local Union Contract Negotiating Team (but not more than three individuals) to participate in contract negotiations if such meetings are held during their regular work hours.

## ARTICLE XXIII

### NON-DISCRIMINATION

- A. There shall be no discrimination by the Employer or by the Union against an employee on account of race, color, creed, sex or national origin, or union membership.
- B. There shall be no discrimination, interference, restraint, or coercion by the Employer or any of its representatives against any of the employees covered by this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are or are not members of the Union.
- C. The Employer shall not be liable to the Union for actions of its representatives acting outside the scope of their official authority, and employees shall not be disciplined for off job conduct unless same may affect the performance of their responsibilities or the job function.
- D. To the extent permitted by law, any and all issues arising under this provision shall be subject to the grievance and arbitration provisions hereof and same shall be the sole and exclusive remedy for the resolution of such issues.

## ARTICLE XXIV

### UNION ACTIVITIES

- A. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, the Shop Steward shall be allowed to:
  - 1. Post Union notices; provided, however, that such activity shall be performed within the first fifteen (15) minutes of any particular work day or during any permitted wash up time;
  - 2. transmit communications authorized by the Local Union or its officers to the Employer or its designated representative; and
  - 3. consult with representatives of the Employer designated for collective bargaining purposes concerning the enforcement of any provisions of this Agreement, at a mutually agreeable time and place.



## ARTICLE XXV

### WORK RULES

- A. Whenever practicable, the Employer shall provide three days advance notice to the Shop Steward of any new or amended work rule.
- B. An unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new existing rules shall be resolved through the grievance procedure.

## ARTICLE XXVI

### PROTECTION AND SECURITY FOR EMPLOYEES

The Employer shall provide reasonably adequate security and protection at all work installations for all employees during their respective work shift, within the sole discretion of the Employer.

## ARTICLE XXVII

### WORKER'S COMPENSATION

The Employer agrees that absences due to any injury sustained in the line of duty will not be counted against sick time. In such circumstances, the Borough shall maintain the employee at full pay until such time as the employee returns to work or becomes eligible for and receives a disability pension. Any insurance payments received by the employee during this period shall be remitted to the Employer or retained by the employee in which case the Employer shall make up the difference between such payment and full pay at the Employer's sole discretion.

## ARTICLE XXVIII

### PERSONNEL RECORDS

- A. The Employer agrees to make an employee's personnel records available to the employee subject to the following conditions:
  - 1. The employee will have access to the records upon 24 hour advance written request to the Department Head.

2. The inspection of an employee's personnel records will be conducted under the supervision of the department head or his designee.
3. The employee may have access to his or her personnel records once between January 1<sup>st</sup> and June 30<sup>th</sup> and once between July 1<sup>st</sup> and December 31<sup>st</sup> of any calendar year, except in the case of a grievance or arbitration directly involving the employee as a grievant.

## **ARTICLE XXIX**

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE XXX**

### **FULLY BARGAINED PROVISIONS**

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 the 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.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

Note:

THIS PAGE SHALL BE USED TO CALCULATE HOURLY WAGES FOR ALL COVERED EMPLOYEES.

SALARY INCREASE OF 3% RETROACTIVE TO JANUARY 1, 2011 AND A SALARY INCREASE OF 3% FOR THE YEAR 2012. A SALARY INCREASE OF 2% FOR THE YEAR 2013.