

A G R E E M E N T

THE EAST HANOVER
EMPLOYEES' ASSOCIATION

and

THE TOWNSHIP OF EAST HANOVER

JANUARY 1, 1994

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DECEMBER 31, 1995

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PREAMBLE

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

ARTICLE III
NEGOTIATION OF SUCCESSOR AGREEMENT

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

SECTION B. Each party shall make a good faith effort by October 1st. of the final year of this Agreement to state to the other party its intention to initiate negotiations over a successor agreement.

SECTION C. Such negotiations shall begin no later than November 1st. of the final year of this Agreement. Each party shall be entitled during negotiations to make proposals and counterproposals.

ARTICLE IV
SCOPE OF AGREEMENT

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

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

ARTICLE V
EFFECT OF CONTRACT

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

ARTICLE VI

MANAGEMENT RIGHTS

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

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

1. To manage and administer the affairs and operations of the Township including the rights of management personnel to perform bargaining unit work.
2. To direct its working forces and operations.
3. To hire, promote, transfer and assign employees.
4. To demote, suspend, discharge and otherwise take disciplinary action against employees.
5. To take necessary action in emergencies.
6. To determine standards of selection for employment.
7. To determine standards of performance of employees.
8. To evaluate employee performance.
9. To determine the methods, means, and personnel by which the Township's operations are to be conducted.
10. To determine the content of job classification and descriptions.
11. To promulgate rules and regulations, from time to time, which may affect the orderly and efficient administration of the Township.

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

ARTICLE VII

GRIEVANCE PROCEDURE

SECTION A. This Grievance Procedure shall be in full effect for the period covering by this Agreement.

SECTION B. For the purpose of this grievance procedure, the following terms shall have the meanings herein ascribed:

"Grievance" shall mean any dispute concerning the interpretation, application or any alleged violation of a specific written provision of this Agreement.

"Immediate Superior" shall mean the person to whom the aggrieved employee is directly responsible.

"Grievant" shall mean an employee of the Township who is a member of the Association.

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

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

SECTION E. 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.

1. Grievant must file his/her grievance in writing with his/her immediate superior within two (2) working days after the grievant has availed him/herself of the procedure outlined in Section D above, or within two (2) working days of presumed knowledge of the occurrence giving rise to the grievance. Failure to act within said time period shall constitute an abandonment of the grievance.
2. Once timely filed, the grievant shall discuss the grievance with his/her immediate superior. If the grievant is not satisfied with the resolution or if no

resolution is made within three (3) working days by the immediate superior, the employee must present the grievance to the Department Head for further consideration, unless said immediate supervisor is the grievant's Department Head in which case the grievance shall be presented to the Township Administrator and shall be treated as Step 3.

3. In the event there is not a satisfactory resolution of the grievance by the Department Head at Step 2 or an answer given within three (3) days, the aggrieved employee may present the grievance to the Township Administrator within five (5) working days thereafter. The Township Administrator will then render a decision within ten (10) working days.
4. In the event there is not a satisfactory resolution of the grievance at Step 3 or a decision rendered by the Township Administrator within the time allowed, the aggrieved employee may appeal to the Township Council, in writing, within five (5) working days thereafter, by use of a mutually approved grievance form. The aggrieved employee may at this time also request a hearing before the Township Council which hearing shall take place within thirty (30) days of the proper and timely presentation of the request. The Township Council shall make a determination within thirty (30) days from the receipt or hearing of the grievance and shall give written notification to the aggrieved employee of its determination. This time may be extended by mutual agreement of the parties. The decision of the Township Council shall be final and binding.

SECTION F. Failure on the part of the grievant to appeal the answer to next higher step shall be deemed an acceptance of the Township's previous answer. The grievant shall waive his/her rights to appeal the grievance to any other steps in the Grievance Procedure. Failure on the part of the Township to submit a written disposition within the prescribed time limits shall allow the Grievant to proceed to the next step.

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

SECTION H. At the request of the aggrieved employee, the Association President or his/her designee may participate in the grievance procedure at Steps 3 and 4.

ARTICLE VIII
WORK SCHEDULES

SECTION A. The normal workweek for all Association members shall consist of five (5) consecutive days, Monday through Friday. Persons employed after December 31, 1994 shall work five (5) consecutive days, Monday through Friday or Tuesday through Saturday.

SECTION B. Employees of the Department of Public Works, and Recreation Maintenance employees, excluding office personnel, shall work a seven and a half (7 1/2) hour day. All other employees shall work a seven (7) hour day.

SECTION C. The Standard working hours for employees of the Department of Public Works and Recreation Maintenance, excluding office personnel, shall be 7 am to 3:30 p.m. The standard working hours for all other employees shall be 8:30 a.m. to 4:30 p.m.

SECTION D. Persons employed after December 31, 1994 may be required to work hours other than those listed in Section C above subject to the following limitations:

1. No starting time may be established prior to 6:00 a.m. nor later than 6:00 p.m. without the consent of the affected employee (s).
2. An employee's starting time shall not be varied, except in case of an emergency, without the said employee having received not fewer than ten (10) days notice.
3. No starting time shall be established for punitive reasons.

SECTION E. Department heads may establish other starting times in the case of an emergency.

SECTION F. Any employee of the Township who, during the term of the collective bargaining agreement in force prior to this one, was regularly working a shift which commenced and ended outside of the standard shifts as defined in Section C above shall be deemed to have consented to continue to work that shift irrespective of his/her date of employment with the Township.

SECTION G. All employees are entitled to a lunch break of one (1) hour, which period shall be scheduled to begin between the third and fifth hours of any work shift. Lunch breaks are to be scheduled to ensure that work stations are covered without interruption. However, employees are

expected to take their lunch break and not work through the lunch break without the prior approval of the Township Administrator, Department Head or his designee.

SECTION G. All employees are to receive two (2) fifteen (15) minute breaks during the workday, one in the first half of the work period and the other in the second. Breaks are not to be combined with lunch breaks and employees are expected to utilize breaks.

ARTICLE IX

OVERTIME AND COMPENSATORY TIME

SECTION A. Overtime is defined as any work performed in excess of the number of hours in an employee's normal single workday or the total hours in any normal workweek for the said employee as set forth in Article VIII.

SECTION B. Overtime requires the prior approval of the Township Administrator, except that in cases of emergency, supervisory personnel may authorize overtime for the duration of the emergency.

SECTION C. Except as provided elsewhere herein, all covered employees shall be paid one and one-half (1 1/2) times their normal rate of pay for overtime worked in excess of the normal workday or normal workweek for that employee.

SECTION D. At any time that an employee works for six (6) or more consecutive hours beyond his/her normal quitting time, or when an employee on call-out works for six (6) consecutive hours, he/she shall be paid double his/her normal rate of pay for all consecutive hours worked beyond six (6) hours. The six (6) hours and any time in addition thereto shall be considered consecutive regardless of the department to which the employee is assigned, so long as there is no interruption other than for an authorized work or meal break.

SECTION E. Compensatory time is defined as time off in lieu of payment for hours worked in excess of a normal workday or workweek overtime. Employees are entitled to compensatory time equal to one and one-half (1 1/2) times the hours worked for all worked in excess of the employee's standard workday or workweek.

SECTION F. Employees may bank compensatory time for future use at a mutually convenient time for the Township and the employee, but no more than one hundred twenty (120) hours of compensatory straight time or time and one-half (1 1/2) may be carried forward from one year to the next.

SECTION G. Employees are expected to keep track of their compensatory time available and to use same in a timely fashion to avoid having an excess banked at the end of the year.

SECTION H. Compensatory time which is not to be carried forward must be used prior to December 1st of the contract year.

SECTION I. Compensatory time in excess of one hundred twenty (120) hours banked at the end of the year shall be compensated at the employee's regular hourly rate of pay.

SECTION J. An employee called out to work outside his or her normal working hours shall receive a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) times his/her regular rate of pay, except that there shall be no minimum when the overtime is contiguous to the employee's normal work hours.

ARTICLE X

HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King, Jr. Day*	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

* Indicates a floating holiday during which the municipal offices shall be open. Employees may take this day at their convenience with approval of the Department Head.

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

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

Vacation Leave'	Bereavement Leave
Personal Leave	Authorized Sick Leave

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

ARTICLE XI

VACATIONS

SECTION A. All non-probationary bargaining unit employees covered by this agreement shall be granted vacation with pay, if eligible, according to the schedule set forth hereafter.

SECTION B. The status of each employee with respect to annual vacation credits shall be determined on the anniversary date of each employee's appointment as a full-time employee of the Township.

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

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

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

SECTION F. Any employee hired prior to July 31 shall be entitled to five (5) vacation days in that year. Any employee hired after July 31 shall accumulate one (1) vacation day for each thirty (30) days worked up to December 31 of said calendar year. From January 1 to December 31 of the following year, said employees shall receive ten (10) vacation days.

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

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

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

1. January 1 following the completion of two (2) years of service: three (3) weeks vacation.
2. January 1 following the completion of five (5) years of service: four (4) weeks vacation.
3. For employees hired prior to January 1, 1995, January 1 following the completion of ten (10) years of service: five (5) weeks vacation.
4. For employees hired prior to January 1, 1995, January 1 following the completion of fifteen (15) years of service to retirement: six (6) weeks vacation.

SECTION J. No part of any employee's scheduled vacation may be charged to sick leave except that nothing herein shall be construed to affect employee's rights pursuant to his/her entitlement to benefits under any disability plan as set forth in Article XIII.

ARTICLE XII

ABSENCE AND LEAVES OF ABSENCE

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

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

SECTION A. Sick Leave

1. All employees shall be entitled to accumulate one working day of sick leave (12 days per year) with pay for each completed month of service to be used only in case of illness which shall include time to care for a spouse or child who resides with the employee during the period of illness of said spouse or child.
2. In cases of reported illness or disability, the Township reserves the right to have a physician designated by the Township examine and report on the condition of the employee to the Township Administrator.
3. When the absence on account of illness or disability does not exceed three (3) days, the employee's statement of the cause will be accepted without a supporting statement from his or her physician. The Township may, in cases of frequent illnesses, have an employee examined by a designated physician in order to determine the severity

of illness of an employee. The Township Administrator also has the right to waive such a requirement, or may require an employee to be examined by a physician designated by the Township, for the purpose of certifying the employee fit for duty before that employee returns to work.

4. During prolonged periods of illness or disability, the Township Administrator may require periodic reports on the condition of an employee from the attending physician.

When under medical care, during periods of sick leave, employees are expected to conform to the instructions of the attending physician if they wish to qualify for sick leave benefits.

5. Any sick leave payments exceeding the accumulated sick leave of an employee requires the approval of the Township Council.
6. Any employee certified by an accident report as being absent on account of disability due to an accident or illness directly caused in the line of his or her work shall not have such absence charged against his or her sick leave.
7. Any employee on sick leave and receiving his or her normal compensation who in addition qualifies for payments under Worker's Compensation weekly benefits shall during the period he or she is receiving said benefits be entitled only to that portion of his or her regular salary which, with the Worker's Compensation payments, equals the employee's normal straight time salary.
8. No employee, while on sick leave from the Township, shall be elsewhere or otherwise employed or engage in any outside work or employment.
9. Any employee with at least five (5) years of service who retires, is permanently separated, or who, voluntarily leaves the service of the Township shall be entitled to one half (1/2) days' pay at his or her regular straight time rate for each day up to a maximum of two hundred (200) days of unused sick leave credited to them at the time of his or her separation from the Township's payroll.

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

SECTION B. Bereavement Leave

1. In the event of a death in the immediate family of an employee, the Township will grant an absence with pay to the employee from the date of death to an including the day after the funeral.
2. Immediate family is defined to mean father, mother, father-in-law, mother-in-law, sister, brother, husband, wife, child, grandparent, or any relative living in the household with the employee.
3. In the event of a death in the family not mentioned in "B.1. or B.2.", the Township will provide one (1) personal day of bereavement leave to the employee to attend the funeral services. In cases where such services are to be held beyond a two-hundred (200) mile radius of East Hanover, the Township Administrator may grant special consideration for travel time where the employee has no vacation or compensatory time available.

SECTION C. Marriage

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

SECTION D. Leave of Absence Without Pay

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

SECTION E. Jury Duty

If any employee is legally selected for jury duty, every effort shall be made to enable such employee to serve as a juror. Each employee shall be paid for time served as a juror at his/her regular rate of pay providing that any compensation received as a juror shall be turned over to the Township immediately upon its receipt.

SECTION F. Military Leave

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

SECTION G. Maternity

Maternity leave and benefits are provided for under short term disability. Employees applying for maternity leave shall be covered by the Township's short-term disability program as set forth in Article XIII hereof.

SECTION H. Personal Days

Personal days may be granted by the Department Head in the event of emergency situations only. Requests for personal days must be submitted to the Department Head at the earliest possible time prior to the day (s) requested. The decision of the Department Head shall be final, except as otherwise indicated in Article IX.

SECTION I. Terminal Leave

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

Any employee applying for terminal leave must submit said notification in writing to the Township Administrator not fewer than ninety (90) days prior to the effective date of the retirement. Failure to do so may subject employee to forfeiture of terminal leave benefits.

Payment of the terminal leave benefit shall be on a bi-weekly basis.

ARTICLE XIII

HEALTH AND LIFE BENEFITS

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

SECTION A.

1. Group health (medical and surgical including Rider J) and major medical insurance shall be provided under the New Jersey State Health Benefits Program or an exact equivalent or better policy. At the time of the execution of this contract, hospital and surgical benefits were as provided under the NJSHBP by Blue Cross and Blue Shield and major medical coverage was administered by the Prudential.
2. In the event of the death of an employee, and in accordance with the State Health Benefits Plan, the Township will pay the costs of continuing coverage for the decedent's surviving spouse until he or she remarries and for all eligible children subject to the same limitations as would be applicable had the decedent continued in active employment with the Township.

SECTION B. A life insurance policy equal to three times (3x) his or her annual salary.

SECTION C. A dental plan providing for not less than the benefits as defined in the Delta Dental Plan in force at the time of execution of this Agreement.

SECTION D. A long-term disability plan providing for not less than the benefits as defined in the Canada Life Insurance Plan in force at the time of execution of this Agreement.

SECTION E. A short-term disability plan, as provided by the Township at the execution of this Agreement, which takes effect upon exhaustion of employee's accumulated sick time and which contains the following:

1. Coverage up to thirteen (13) weeks.
2. Begins after eight (8th) day of continuous disability.

3. Coverage: Sixty-six and two-thirds percent (66 2/3%) of base earnings, maximum \$300 per week.

SECTION F. A prescription drug plan which shall provide benefits not less than those defined in the Blue Cross plan in force at execution of this contract, providing for an employee co-payment of two dollars (\$2.00) in 1994, and five dollars (\$5.00) for legend drugs and two dollars (\$2.00) for generic drugs as of January 1, 1995.

SECTION G. Pursuant to adoption by the Township of the provisions of Chapter 88, P.L. 1974 (N.J.S.A. 52:14-17.38), the Township shall pay the costs of continuing coverage of the benefits provided in Sections A, C and F hereof, which benefits shall be the equal of or better than those in force at the time of the employee's retirement. This coverage shall be for the retiree, his/her spouse and any eligible dependents, provided that employee retires with not fewer than twenty-five (25) years of continuous service. In the event of the death of a retired employee qualified hereunder, the Township will pay the cost of continuing coverage for his/her surviving spouse, until he/she remarries, and dependents as applicable had the deceased continued in active employment with the Township.

ARTICLE XIV

CLOTHING ALLOWANCE

SECTION A. Eligible employees of the Department of Public Works (excluding clerical staff), the Recreation Maintenance force, the Police dispatcher (s), and Engineering Field Inspectors, Fire Inspector and Fire Official shall, after one (1) year of service, receive an annual clothing allowance for the purpose of purchasing uniforms and protective clothing as set forth in this Agreement.

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

1. Employees shall purchase and wear on the job, dark blue pants and light blue shirts. Fire Inspector and Fire Official shall purchase and wear on the job, dark blue pants and white shirts. Shirts shall have no insignia or lettering other than designation of the department or unit in which he/she works.
2. Employees shall purchase and wear while on the job, one dark blue spring jacket and one dark blue winter jacket with appropriate lettering identifying the department or unit in which the employee works.
3. Employees will purchase and wear at all times on the job, steel toe work shoes or boots except for Fire Inspector and Fire Official, they are to wear what is appropriate for their duties.
4. Employees will purchase foul weather gear and protective rubber boots.
5. Employees not conforming to the above mentioned policy will be subject to disciplinary action by the Township and forfeiture of monies paid to the employee for the purpose of purchasing said clothing and equipment.

SECTION C. The annual clothing allowance for the term of this Agreement shall be \$600 payable in 1994 within thirty (30) days of the execution of this contract and \$600 payable in 1995 within thirty (30) days of the adoption of the municipal budget, but in no case later than the first pay period after July 1, 1995.

SECTION D. Any additional and required safety equipment and clothing as jobs or assignments may require, shall be provided for by the Township at no cost to affected employees.

SECTION E. The Township Safety Committee shall endeavor to ensure the safety of employees where special equipment and clothing is necessary (i.e., safety goggles, hard hats, rubber gloves, breathing apparatus); and, shall recommend to the Township Council the purchase of such clothing and equipment as it deems necessary.

ARTICLE XV

RATES OF PAY AND COMPENSATION

SECTION A. For the year 1994, employees covered by this Agreement (Schedule A) shall each receive a salary increase of five percent (5%) of their 1993 base salary, except those employees hired after January 1, 1994, whose 1994 salary was established at the time of such hire.

SECTION B. For the year 1995, employees covered by this Agreement (Schedule A) shall each receive a salary increase of five percent (5%) of their 1994 base salary, except those employees hired on or after January 1, 1995, whose 1995 salary shall be established at the time of such hire.

SECTION C. The Township shall have the right to create new job titles, classifications, and rates of pay for any position, provided that all persons similarly situated shall be treated equally. The Township shall notify the Association of any and all changes or adjustments affecting persons or positions covered by this contract.

SECTION D. All individuals newly employed by the Township shall receive compensation commensurate with their experience, duties and responsibilities. The Township shall set the salary for all newly employed individuals and shall notify the Association of all new appointments and additions.

SECTION E. All employees whose employment began prior to January 1, 1995, shall receive longevity pay at the rate of two percent (2%) of the current base pay, for the completion of each four (4) years of continuous employment up to and including a maximum of ten percent (10%). All other employees shall receive longevity pay at the rate of two percent (2%) of the then current base pay for the completion of each five (5) years of continuous employment up to and including a maximum of eight percent (8%).

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

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

SECTION H. Annual salaries shall consist of the employee's base salary plus longevity which sum shall be divided by twenty-six (26) and paid in equal bi-weekly installments throughout the year.

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

ARTICLE XVI

ASSOCIATION DUES AND CHECK OFF

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

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

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

SECTION D. The Township agrees to deduct an agency fee in the amount of eight-five percent (85%) of the Association's regular membership dues for each non-member employee subject to this Agreement, as stated in N.J.S.A. 34:13A-5.5 (b) and 5.6 as amended and any regulations promulgated thereafter.

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

ARTICLE XVII

NO-STRIKE PLEDGE

SECTION A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of an employee from the full, faithful, and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout, picketing or other activities by the Association which interferes with the operation of the Township. The Association agrees that such action would constitute a material breach of this Agreement. Any employee who violates this Article shall be subject to disciplinary action, up to and including termination.

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

SECTION C. The Association, its officers, agents, representatives and members will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Township. Such affirmative action will include all reasonable steps to halt and cease the prohibited actions including, but not limited to, the Association sending notice to all employees directing the employees to cease with such activities immediately, within twenty-four (24) hours of a request by the Township.

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

ARTICLE XVIII
DISCIPLINARY ACTION

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

1. Intoxication on the job from alcohol or other mind-altering substance not taken pursuant to a valid, current prescription.
2. Insubordination or willful disobedience of orders or other serious breach of discipline.
3. Indecent, profane or harsh language in dealing with the public.
4. Disrespect to a superior or to a citizen of the Township.
5. Absence without leave.
6. Immorality, indecency, or lewdness.
7. Conviction of any criminal act or offense.
8. Conduct unbecoming an employee in the public service.
9. Failure to report for work as assigned.
10. Reckless or careless operation of Township-owned vehicles or other equipment.
11. Fighting on the job.
12. Refusal or failure to perform assigned duties.
13. Intentional damage to or misuse of Township property, including waste of Township supplies.
14. Theft of property belonging to the Township, its employees, or citizens.

15. Excessive or chronic absenteeism.
16. Drinking of alcoholic beverages or possession of same, on or off Township premises during work hours.
17. Chronic tardiness.
18. Use of illegal drugs or possession of same, on or off Township property during working hours.
19. Incompetency or insufficiency.
20. Unauthorized use of Township property.

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

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

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

ARTICLE XIX

PROBATIONARY PERIOD

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

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

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

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

ARTICLE XX

SENIORITY

SECTION A. For the purposes of this Agreement, seniority is defined as the length of full-time continuous service in a position within the bargaining unit. When a member is promoted out of the unit and then returns to the unit he/she shall receive service credit for previous time within the unit. An employee who voluntarily leaves the employ of the Township and subsequently returns shall not receive service credit for the time previously worked. If a unit member who has been terminated through a Reduction in Force is subsequently re-employed by the Township in the same unit, he/she shall receive full seniority credit for all prior years in the unit.

SECTION B. A regular part-time employee who is appointed to a full-time position in the bargaining unit shall be credited with six (6) months of seniority on a pro-rata basis for each year of continuous, unbroken service in a bargaining unit position in which he or she worked one thousand (1,000) hours or more.

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

SECTION D. Any unit member who applies for such vacant position shall, if qualified, be duly considered by the Township. Such consideration shall include but not be limited to the opportunity to apply and where applicable based upon the individual's relative qualifications, be granted an interview. All applicants shall be advised in writing of the outcome.

ARTICLE XXI

SEPARABILITY AND SAVINGS

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

ARTICLE XXII
TOTAL AGREEMENT

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

ARTICLE XXIII

TERM

This Agreement shall be in full force and effect from January 1, 1994 through December 31, 1995. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the expiration of the Agreement, written notice shall be given to the other party no sooner than one hundred fifty (150) days nor less than ninety (90) days prior to such expiration date. The party seeking to terminate, amend, or otherwise modify this Agreement shall furnish to the other party within fifteen (15) days after such notification, a copy of its entire set of proposals for such changes. The party receiving the changes will then have thirty (30) days from receipt of such changes to furnish its own proposals to the other party.

IN WITNESS WHEREOF, the parties have caused to be affixed hereto, the signatures of their duly authorized representatives on 24th day of APRIL, 1994.

The East Hanover
Employees' Association

Township of East Hanover

By: Christina David

By: Lawrence J. Colasurdo
Lawrence J. Colasurdo, Mayor

By: John J. Battagione

By: Marilyn Snow
Marilyn Snow, Township Clerk