

A G R E E M E N T

BETWEEN

TOWNSHIP OF BERNARDS

and

**INTERNATIONAL UNION OF PRODUCTION,
CLERICAL AND PUBLIC EMPLOYEES, LOCAL 911
NON-SUPERVISORY UNIT**

JANUARY 1, 2002 through DECEMBER 31, 2004

Law Offices of:

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PREAMBLE & RECOGNITION

A. THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the TOWNSHIP OF BERNARDS, in the County of Somerset (hereafter the “Employer”), and INTERNATIONAL UNION OF PRODUCTION, CLERICAL AND PUBLIC EMPLOYEES, LOCAL 911, NON-SUPERVISORY UNIT, duly elected representative (hereafter the “Union”), represents the complete and final understanding on all bargainable issues between the Employer and the Union.

B. The Township of Bernards hereby recognizes the Union as the exclusive Bargaining Agent for White Collar Personnel in the following departments: Public Works and Engineering Services, Court, Finance, Parks & Recreation, and Civilian Police. Excluded are all Blue Collar, Health, Supervisory, Managerial, Library, Uniformed Police & Confidential Employees of the Township of Bernards.

C. Permanent part-time employees who work more than twenty hours per week shall receive medical insurance benefits and prorata sick, vacation and personal leave benefits. Permanent part-time employees hired after July 28, 1999 shall not be eligible for medical or dental insurance benefits.

ARTICLE II -- MANAGEMENT RIGHTS

A. The employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing and the following rights:

1. The executive management and administrative control of the Township and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Township after advance notice thereof to the employees to require compliance by the employees is recognized.
4. To hire all employees, whether permanent, temporary or seasonal; to promote, transfer, assign, lay off or retain employees.
5. To set rates of pay for temporary or seasonal employees.
6. To suspend, discharge, demote or take any other appropriate disciplinary actions against any employee for just cause according to law.
7. Nothing contained herein shall prohibit the Township from subcontracting or contracting out any work. In the event the Township of Bernards decides to subcontract any or all of the work normally performed by the bargaining unit members and this subcontracting will result in the layoff of an existing member, the Township will meet and confer with the Union and will make reasonable efforts to provide alternate employment for the affected members and review alternatives to subcontracting. The Township shall make an attempt to have the contractor employ those employees in the affected area. In no way shall this language be interpreted to require negotiation obligation or reemployment elsewhere with the Township.

8. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitutions and laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under N.J.S.A. 40:1-1 et seq. or any national, state, county or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights.

E. The Township agrees to continue to follow those personnel policies not articulated in this Agreement unless they are changed by ordinance.

F. The Township reserves the right to move to twenty-six (26) pay periods.

ARTICLE III -- MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in 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 any employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall be deemed grounds for termination of the employee or employees.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliances with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to 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 Union or by its members.

ARTICLE IV -- GRIEVANCE PROCEDURE

A. A grievance shall be a claim by an employee that said employee has been harmed by the interpretation or application of this Agreement. Merit pay determinations are not grievable.

B. A grievance to be considered under the procedure must be initiated in writing within five (5) work days from the time when the cause for the grievance occurred, and the following procedure shall be resorted to as the sole means of obtaining adjustment of the grievance.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

Step 1. The grievance when it first arises, shall be written up on the Union grievance form and presented by the employee and Shop Steward or Assistant Shop Steward to the Department Head. The Department Head shall within five (5) working days thereafter give a written decision on the grievance.

Step 2. If the decision given by the Department Head does not satisfactorily settle the grievance, the Union thereafter shall notify the Township Administrator within three (3) working days thereafter of its desire to meet with the Township Administrator or his/her designee, who shall meet with a representative of the Union within five (5) working days after receipt of such notice. The aggrieved and the Department Head may be present at the meeting. A written decision of the grievance will be transmitted to the Union within five (5) working days thereafter.

Step 3. Within five (5) calendar days of the Township Administrator's or his/her designee's decision, the Association may apply to The Public Employment Relations Commission (PERC) for binding arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously with the application to PERC, the Union will send notice to the employer of its application for arbitration.

- a. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
- b. The decision of the Arbitrator shall be binding upon the employer and the Union employee.
- c. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- d. Only one issue at a time may be submitted to arbitration.

- e. The costs for the services of the Arbitrator shall be borne equally by Local 911 and the Township. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- f. The Arbitrator shall be bound by the provisions of this Agreement and the constitutions and laws of the State of New Jersey and of the United States, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, detract from, or modify in any way the provisions of this Agreement or any amendment or supplement thereof.
- g. Grievance resolutions or decision at Step One or Two shall not constitute a precedent in any arbitration or other proceeding unless a specific Agreement to that effect is made by the Township and Local 911.

D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

E. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Township until such grievance and any effect thereof shall have been fully determined.

F. The Chief Shop Steward or Assistant Shop Steward shall be permitted to attend grievance hearings without loss of pay and with the permission of the Township Administrator shall be permitted to handle grievance problems without loss of pay.

ARTICLE V -- SALARIES/CLOTHING

A. Compensation:

- C. Effective January 1, 2002, the Union will adopt the Township's salary ordinance and approved amendments fixing compensation for employees. The Union shall also adopt the compensation program of the Township.
- D. The Township agrees to do a market survey in 2002 for payment of merit-based increase in 2003 and 2004. Those employees who are at the top of range will have the right to present justifications for additional adjustments to the Township Administrator. If the Township Administrator does not agree, the employee will have the right to present its position to the Township Committee. Such decision shall be final and binding on the parties.
- E. Employees who left the employ during the negotiation process shall be entitled to retroactive monies to their last day of employment with the Township.
- F. The union agrees to a payroll cycle correction for its membership. The Township will schedule meetings to explain the reason for the payroll cycle correction (prior to implementing the correction) and will provide all options available to correct. The Employees will decide upon the final method chosen for correcting the payroll cycle. If it is found that the payroll cycle will correct itself, no changes will be made.

B. The Township will authorize a non-participatory deferred compensation plan for all employees desiring same. Employee participation in the plan will be voluntary by authorized payroll deductions.

- 1. The Purchasing Agent will be eligible for a match of funds so deferred from the Township up to a maximum of five percent (5%) of the employee's annual base salary.

C. Clothing:

Each employee may request the necessary clothing and replacement from the Department Head. The Township will provide budgetary funding for necessary clothing and safety equipment and their replacement as solely determined by the Township.

ARTICLE VI -- HOURS OF WORK/OVERTIME

A. Working hours and daily schedules of employees will be arranged to fit the legitimate needs of the Township. The Township agrees to serve reasonable notice of such changes. There is no guarantee of overtime hours. Employees may be required to work during non-scheduled periods when the necessities of the Township demands such work. In administering the requirement to work overtime or to work non-scheduled periods, the Township will make a reasonable effort to excuse employees who have personal commitments.

B. Compensatory time policy will continue to be administered on a department-by-department basis. If in the future the Township establishes a policy regarding compensatory time, the Union will adopt such policy.

C. All employees shall be paid overtime for hours worked in excess of thirty-five (35). Hours worked between thirty-five (35) and forty (40) shall be paid straight time. All hours worked in excess of forty (40) hours in a work week shall be compensated at time and one-half (1-1/2) the normal hourly rate for employees.

D. Seasonal employees employed by the Township shall not be covered by the provisions of this section.

E. Employees covered by the provisions of paragraph B. shall be compensated at a rate of two (2) times their normal hourly rate for all work on Sundays and holidays listed in this section.

F. Vacations and holidays are to be considered time worked for purposes of determining premium pay, but sick time or personal time is not.

G. Accurate and complete time and attendance records will be maintained by each Department Head. The person in charge of the office, unit or activity will certify as to the accuracy of the time report or record, and submit it to the Township Administrator on the first of each month following the report period. Each employee must sign the time sheets to certify to hours worked (as per P.L. 93-259) except those employees who sign time cards as a normal procedure.

H. In computing overtime compensation, the nearest one-half (1/2) hour shall be the smallest fraction of an hour to be reported per day.

I. Any employee, unless on regular stand-by duty, shall receive a minimum of four (4) hours overtime pay for any call which requires him to return to duty for an emergency or for exceptional or unusual reasons.

ARTICLE VII -- VACATIONS

A. Employees shall enjoy the following vacation schedule:

<u>Length of Continuous Service</u>	<u>Vacation Granted</u>
First Calendar year of Employment Date of hiring to December 31st	1 day for each month of service not to exceed ten days
 <u>In Subsequent Calendar Years</u>	
Less than 3 Years	10 days
3 years but less than 5 years	13 days
5 years but less than 10 years	15 days
10 years but less than 15 years	18 days
15 years but less than 20 years	20 days
20 years or more	1 day per year over the 20 year period (limit of 5 additional days)

Note 1: Vacation days are based on a maximum eight (8) hour work day.

Note 2: Monthly rates will apply for the full calendar year in which an employee's anniversary date will move him/her to the new tier (3, 5, 10, 13, 15, 20, 21, 22, 23, 24 years).

B. Any employee who is on unpaid leave of absence shall have his/her vacation leave for the year prorated for the time absent. Employees on workers' compensation shall not be prorated unless such leave exceeds six (6) months.

C. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head or Administrator as appropriate.

D. If, because of an emergency as determined by management, an employee's vacation is canceled or not taken as scheduled, the vacation shall be rescheduled pending approval of the Department Head or Administrator as appropriate.

E. Preference as to vacation dates is to be determined by seniority of service (mutual agreement within each department) and approved by Department Heads, where applicable.

F. Vacations shall be taken in full week segments unless otherwise approved by the Department Head, but in no case in less than half day segments.

G. If an employee wishes vacation pay in advance of vacation period, then vacation schedules for each employee are to be submitted to the Finance Office two (2) weeks before the vacation period.

H. The vacation granted to employees shall be based upon length of service as of their anniversary date as provided in Article VII Paragraph A. Vacation shall be taken during the calendar year.

I. An employee may accumulate up to a maximum of two years of unused vacation leave at any time. As of August 1, 1999, the two-year threshold is comprised of one year of prior unused vacation plus the present year's vacation. If prior unused vacation exceeds one year, present year's vacation will be reduced by the amount in excess of one year. Employees hired after August 1, 1999 may automatically carryover a maximum of two years of unused vacation. Employees who currently have excess vacation shall have a one-year grace period to use such time. In documented cases by the Department Head when an employee cannot take his/her time in the next year, the employee may at his/her option receive pay for the time or carry over the excess into a 3rd year. The exception may only occur in those specific circumstances where manpower or other workplace concerns dictate that the employee cannot take such time.

J. At the time of separation from service, the employee shall be entitled to pay of any unused days of vacation credited on the leave record. If an employee takes vacation days during his/her last year of service, which were not earned, he/she shall reimburse the Employer.

K. Unless specifically authorized by the Township Committee, in advance, extra compensation will not be allowed in lieu of unused vacation, as it is desired that each employee take advantage of the authorized annual vacation period for health, rest, relaxation and pleasure.

L. If an official holiday, as previously listed, occurs during an employee's vacation, the employee will be entitled to an additional vacation day in lieu of the holiday.

M. Temporary part-time or temporary full-time employees shall not be eligible for paid vacation leave.

ARTICLE VIII -- SICK LEAVE

A. Definition - Sick leave shall mean paid leave that shall be granted to an employee who:

1. Through sickness or non-job injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the employee's position;
2. Is quarantined by a physician because the employee has been exposed to a contagious disease.

B. Eligibility - Each full-time employee shall be eligible for sick leave. Temporary or part-time temporary employees are not entitled to benefits. The Township shall notify each employee at the time of hiring as to eligibility for sick leave.

C. Reporting

1. If an employee is absent from work for reasons that entitle him/her to sick leave, the Department Head or Administrator as appropriate or his/her designated representative shall be notified as early as possible, but no later than one (1) hour after the start of shift, except dispatchers who must report such absence one hour prior to the start of the shift. The employer shall advise the Supervisor/ Department Head where he/she may generally be contacted during the hours he/she is scheduled to work. It is anticipated that, if the circumstances change, the employee would notify his/her Department Head/ Supervisor.
2. The employee reporting sick leave shall notify the Supervisor of:
 - a. Nature of the illness
 - b. The telephone number where the employee may be contacted during sick leave;
 - c. The expected duration of sick leave, if known.
3. Failure to notify the immediate Supervisor as appropriate or his/her designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent two (2) consecutive days or more and does not notify the immediate Supervisor as appropriate or designee any of the first two (2) days may be subject to dismissal.
4. After three (3) consecutive days of illness, or after more than five (5) days accumulated in a calendar year, or a continuous pattern of absence, the Administrator or his/her designee may require a certificate of illness from a certified physician indicating diagnosis, prognosis, that the employee was unable

to perform the duties of his/her job during his/her absence and, upon the employee's return, a certificate showing that he/she is now able to do so.

D. General: During protracted periods of illness or disability of an employee, the Department Head or Administrator as appropriate may require interim reports on the condition of the patient periodically from the attending physician and/or the Township Medical Physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

1. No employee shall be allowed to work and endanger the health and well-being of other employees. If the employee's condition warrants, the employee may be directed to the Township Medical Physician for an opinion as to fitness for duty.
2. Sick leave with pay shall not be allowed under the following conditions:
 - a. When the employee, under medical care, fails to carry out the orders of the attending physician.
 - b. When, in the opinion of the Township Physician, the employee is ill or disabled because of self-imposed contributory causes.
 - c. When, in the opinion of the Township Physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.
 - d. When the employee does not report to the Township Physician, as directed.
3. The recommendation of the Township Physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Department Head or Administrator as appropriate. The Department Head or Administrator as appropriate reserves the right in such cases where there is a difference of professional opinion between the Township Physician and the personal physician, to require the employee to submit to an examination by a third doctor to be mutually agreed to.
4. In charging an employee with sick leave, the smallest unit to be considered is one (1) hour of a working day.
5. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

6. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
7. Any employee who calls in sick for the purpose of engaging in outside employment or who engages in outside employment while on sick leave shall be subject to immediate disciplinary action up to and including discharge.
8. In the event that an employee is eligible to receive state or federal disability payments, including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an employee will be required to apply for state or federal disability benefits, including Social Security, and to furnish proof of such application to the Township along with proof of receipt or denial of such benefits.

E. Amount of Leave

1. Full-time employees shall earn, during the first year of employment, one (1) day (maximum of eight (8) hours) of sick leave for each month of employment. Any of these sick days which are not used by the employee will be carried into the following year.
2. Except as provided above each employee will have twelve (12) days (maximum ninety-six (96) hours) available in each year. Any sick days not used will be added to the sick days available for the following year. The total amount that can be accumulated is unlimited.
3. If the amount of sick leave credit provided for under this policy has been or is about to be exhausted, an employee may make application to the Township Committee for an additional allowance. The Committee shall make a determination on the application after reviewing all circumstances, including the employee's attendance record prior to the illness which necessitated the request.
4. Permanent Part-time employees working in excess of twenty (20) hours per week shall be entitled to a prorated number of days per year for sick leave. This sick leave may be used in the year earned or can be accumulated from year to year the same as permanent full-time employees. Formula to be used after first year:
 - a. Multiply 2.4 times hour per week.
 - b. During the first year time will also be prorated for actual time of service.

5. Employees who provide a certification of prior public employment and their sick leave record may be credited with accumulated sick leave in accordance with the table in Paragraph 6 for the years of service prior to employment with the Township.
6. Full-time employees hired prior to January 1, 1977, receive base sick leave in accordance with the following table:

<u>Length of Service (years)</u>	<u>Base Days Granted</u>
Less than One year	5
1 - 5	20
6 - 9	35
10 - 14	50
15 - 19	60
20 - 24	70
25 or more	75

F. Maternity Leave

1. Pregnancy is treated like any other condition for purposes of use of sick leave. If an employee chooses, they may opt to use none, a part, or all of their accumulated sick leave benefits in conjunction with maternity leave.
2. Maternity leave may be granted up to six (6) months from the last day worked, provided that the request for such leave is made in writing to the Department Head no later than the fourth month of pregnancy. This six (6) months shall include any sick leave used in connection with pregnancy, as set forth in Paragraph F. Maternity leave, if granted, except for such sick leave shall be without pay and employee benefits, except that the Township will continue the Health Benefits Program for the employee and family during the period of such approved leave. The employee shall, however, be reinstated without loss of privileges or seniority accrued to the last day worked. Reinstatement may be in a comparable job at comparable pay if the employee's job has been permanently filled.
3. Any extension of the six (6) month leave can only be granted by the Township Committee.

ARTICLE IX -- FUNERAL LEAVE

A. All regular full-time employees of the township shall be granted leave with pay not to exceed the lesser of three (3) working days or twenty four (24) work hours in the event of a death in the immediate family or a of a relative who resides with the employee. Notification shall be given to the immediate supervisor. Part-time employees are not eligible for paid funeral leave.

B. The term "immediate family" shall include only the spouse, child, parent, step-parent, brother, step-brother, sister, step-sister, grandparent, grandchild, mother-in-law or father-in-law of the employee or employee's spouse.

C. Reasonable verification of the event may be required by the Township.

D. Such bereavement leave is not in addition to any holiday, regular day off, vacation leave or compensatory time off falling within the time of the bereavement.

E. An employee may make a request of the Department Head or Administrator as appropriate or his/her designated representative for time off to attend a funeral separate and distinct from bereavement leave, which approval shall not be unreasonably withheld, and which time shall be charged as personal days or vacation days.

ARTICLE X -- INSURANCE

A. The Employer has the right to change insurance carriers or institute a self-insurance program so long as a substantially similar level of benefits are provided.

B. If an employee does not wish to be covered by the medical insurance programs and furnishes proof of substitute coverage through spouse's employment or other equivalent plan, the employee shall be permitted to opt out of participation in the Township medical insurance program. In exchange for such non-participation the employee shall be entitled to receive, in December of each year, the sum of One Thousand (\$1,000.00) dollars prorated for the number of months during the preceding year that the employee did not participate in the insurance plan. The employee may opt out of the insurance plans at any time, but may not rejoin until the next annual open enrollment period. Should the employee's substitute coverage lapse between the time he opts out of the Township insurance plan and the next open enrollment, the Township shall pay the cost (up to an amount equivalent to the Township's standard plan of continuing substitute coverage under the COBRA provision) until the next open enrollment.

C. The Township shall pay up to Two Hundred (\$200.00) Dollars every twenty-four (24) months for employees on a voucher reimbursement basis for vision care expenses incurred for eye exam, prescription lenses and frames.

- D. The co-pays for the township's HMO and POS medical programs shall be increased by \$5.00 to \$5.00 and \$15.00, respectively.

ARTICLE XI -- HOLIDAYS

- A. The Township will designate twelve holidays per year.
- B. Such schedule shall be established each year at the Township committee's organization meeting (eleven (11) regular, one (1) floating holiday (maximum ninety-six (96) hours)). A date of floating holiday to be approved by Department Head.
- C. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.
- D. Should an official holiday occur while an employee is on sick or vacation leave the employee shall not have that holiday charged against sick or vacation leave.
- E. Any employee who is on leave of absence (i.e., Workers' Compensation or other unpaid leave) shall not be eligible for paid holidays, which fall during the employee's leave of absence. (i.e., Workers' Compensation, or other unpaid leave.)
- F. To be eligible to receive holiday pay, an employee shall work his/her regularly scheduled workday before the holiday and his/her regularly scheduled workday after the holiday, unless the employee is on an excused absence with pay.

ARTICLE XII -- WORKERS' COMPENSATION

- A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within the work shift thereof to the Department Head or Administrator as appropriate.
- B. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work.

ARTICLE XIII -- MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his/her vacation.

B. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee shall be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the Employer within sixty (60) days following his/her honorable discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.

C. If the military service occurs during a time of declared war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his/her recovery so long as the recovery occurs within two (2) years from the date of discharge.

ARTICLE XIV -- LEAVE OF ABSENCE WITHOUT PAY

Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days for other than educational leave, and 120 days for educational leave, by submitting in writing all facts bearing on the request to his/her supervisor, who will append his/her recommendations and forward request to Employer. The Employer will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Employer. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision shall be non-grievable. Medical benefits will be available with the employee paying the cost for such coverage.

ARTICLE XV -- DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, or national origin.

B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XVI -- PROBATIONARY PERIOD

A. The probationary period is a stipulated time during which an employee learns the duties and responsibilities encompassed in a position and the Employer determines if the employee has the skills, experience, qualifications and the temperament to fulfill the specific duties and responsibilities.

B. The first ninety (90) days to one (1) year period of employment determined by the Administrator for all new and promoted employees shall be considered as a probationary period. During the probationary period it will be the responsibility of the appropriate Department Head and/or Township Administrator and/or Supervisor to orient the employee in the duties and responsibilities of the position. At the commencement of employment the employee will be notified by the Administrator as to the length of the probationary period between ninety (90) days to one (1) year. The Administrator reserves the right to extend the probationary period for up to six (6) months.

C. If the probationary employee shall have been deemed to have successfully completed the probationary period, he/she shall be granted status as a permanent employee with all benefits, rights and privileges pertinent to employment in the Township starting with the date of his or her initial employment.

D. Recently hired employees in their probationary period may be dismissed by the Administrator. Promoted employees in their probationary period shall be returned to their prior status by the Administrator at any time during or at the conclusion of the probationary period if, in the judgment of the Administrator, such an action would be in the best interest of the Township. Dismissal or return to prior position within the ninety (90) days to one (1) year as determined by Administrator of the probationary period shall not be grievable.

E. During the first ninety (90) days to one (1) year probationary period as determined by the Administrator, a new employee will not be entitled to discretionary benefits including vacation, sick leave, or holiday-of-choice days; however, these days will be credited to the employee upon successful completion of the probationary period. Exceptions to this guideline may be granted by the Administrator based upon the performance of the employee.

ARTICLE XVII -- SEPARABILITY AND SAVINGS

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

ARTICLE XVIII -- DEDUCTIONS FROM SALARY/AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Law of 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Township during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township.

E. Any such written authorization may be withdrawn at any time by filing of notice of such withdrawal with the Township. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. Any employee represented by Local 911 who chooses not to be a dues paying member will pay a Representation Fee equal to 50% of the Union dues. Union dues will be \$14.00 per month for dues paying members and \$7.00 per month for non-dues paying members. This will remain in effect until the end of this agreement (Dec.31, 2004) at which time the Union will notify the Township from year to year what the representation fee will be, according to the laws of the State of New Jersey.

G. International Union of Production, Clerical & Public Employees, Local 911, shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in Local 911 shall be available to all employees in the unit on an equal basis at all times. In

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the event that Local 911 fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE XIX -- OUTSIDE EMPLOYMENT

A. Employees shall not accept or engage in regular outside employment without receiving approval from the Department Head and the Administrator as appropriate.

B. Employees shall not accept outside employment or engage in a gainful occupation which in the judgment of the Administrator, Township Attorney and Township Committee will compromise an employee's position with the Township through a conflict of interest or will adversely affect the employee's ability to perform the duties of his/her position with the Township.

C. Any employee who engages in outside employment shall complete a statement as required by the Township Administrator who will in turn forward this information to the Township Attorney and employee's Department Head or Administrator as appropriate for their review and recommendation. Such statement shall contain the name and address of the employer, hours worked and the nature of the work.

D. If there are any changes to the original statement submitted, a new statement is to be submitted for review as per paragraph C of this Article.

E. If an employee is rejected for outside employment, the Township provide written reason(s) for denial.

ARTICLE XX -- JURY LEAVE

A. Eligibility

A regular full-time employee, who loses time from his/her job because of jury duty, shall be paid his/her regular pay. Part-time employees are not eligible for salary continuation during jury duty leave. Part-time employees will be given time off without pay while serving jury duty.

B. Jury Duty Pay

Jury duty pay will be calculated based on the base pay rate times the number of hours the employee otherwise would have worked on the days absent (up to a maximum of eight (8) ours per day). The employee shall turn over to the Township any compensation received from jury duty.

C. Procedure

1. The employee must notify his/her supervisor immediately upon receipt of a summons for jury duty.

2. An employee, released from jury duty on any day more than two (2) hours prior to the end of his/her normal work schedule, shall be required to report by telephone to his/her department head or the Director of Human Resources. Normally, he will be expected to return to work.

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3. Upon completion of jury duty, the employee shall obtain a certificate of Jury Service from the County Sheriff's Office showing the time spent away from the job.

ARTICLE XXI -- PERSONAL DAYS

A. Each employee will have available annually three (3) days (maximum twenty-four (24) hours) of personal time. These will be granted at the discretion of the Department Head for the conduct of essential personal business such as but not limited to, the following:

1. Attending to family members during illness or other personal crisis, or requirement for health, welfare or education of spouse or children.
2. Closing on a home purchase, auto purchase, adoption, or other such legal business difficult to schedule on days off, or for major auto repair or servicing home.
3. Attending to religious or civic voluntary charitable matters or duties, such as civic service clubs, fire or rescue squad conferences, or religious order service.
4. Attending funerals, graduation, marriages, or such, of close friends or family members not provided for in the funeral leave article or other such leave policy.

B. Personal time will not accumulate from year to year. Any unused personal time will be added to the sick leave accumulation at the end of each year. Personal leave will be counted in at least one (1) hour segments.

C. It is not the intent of personal time to either extend vacation, or be taken for personal rest and relaxation purposes. The circumstances requiring the personal time must be communicated to and approved by the Department Head or the Administrator as appropriate as being within these provisions.

ARTICLE XXII -- PERSONNEL RECORDS

A. Personnel File

A separate personnel file will be established and maintained for each employee of the Bernards Township.

B. Confidentiality

Personnel files are confidential records and will be maintained in the office of the Director of Human Resources in a locked file. The files will be in two groups: "Active" representing employees on the payroll, and "Terminated" for employees no longer in the service of the Township.

C. Accessibility

Only the Mayor, Township Committee, Township Administrator, Director of Human Resources, Township Clerk may have access to any or all of the personnel files and such access shall be limited to legitimate personnel-related purposes. The Director of Human Resources, or in his/her absence, the Township Clerk, shall be responsible for controlling such access. The entire township Committee shall be informed prior to any Township Committee member accessing any such file. The department head may have access to only personnel files within his/her department. Any employee may, at a reasonable time and in the office of the Director of Human Resources, examine his/her personnel file. The Township attorney or other attorneys representing the township may have access to personnel files to the extent reasonably necessary to perform their duties.

D. Information in Personnel Files

Such records shall include: (a) dates of appointment; (b) promotions; (c) job titles; (d) salaries; (e) commendations; (f) disciplinary actions; (g) leaves of any type taken; (h) education transcripts; (i) employment application; (j) physical examination; (k) annual performance evaluation forms; (l) letter of resignation and (m) any other pertinent information or material.

E. Updating Personnel File

Each Department Head will furnish and continuously update information to the Director of Human Resources for each employee in his/her department. Employees shall be notified of any negative information added to the personnel file.

F. Removal of Personnel Files from Municipal Building Prohibited

Under no circumstances may any personnel file be removed from the Municipal Building, except that copies may be removed for use in legal proceedings.

G. Payroll Records

Payroll records shall be maintained by the office of the Township Treasurer.

H. Employee Confirmation of Disciplinary Notices and Evaluation Forms

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All disciplinary notices and evaluation forms upon being placed in the file shall be reviewed and initialed by the employee as notification of such record. The employee may append a response to such notice within ten (10) calendar days of such placement in file.

ARTICLE XXIII -- SICK LEAVE INCENTIVE PLAN

A. Incentive Payment on Retirement

Upon retirement as defined in Section 9-17(d) the Township will make a cash payment of fifty (50%) percent of all sick leave earned from January 1, 1987 forward, less the amount taken, (excluding the credit for prior public employment pursuant to subsection 9-7.3(i)).

Payment will be based on the hourly rate at the time of retirement. If the number of hours worked per day changes during the employee's career, the calculation will be broken down to an "hour" unit rather than a "day" unit.

Example 1: Bob

Bob was employed the same number of hours each day his entire career. He was hired by the Township in January, 1968. For the purpose of calculating Incentive Payment on Retirement, Bob worked a total of five (5) years from January 1987 until his retirement in December 1991. He had the good fortune of having only one (1) five (5) day illness during that time. He earned sixty (60) days of sick leave.

Bob's Calculation:

Days Earned	60
Eligible for payment	60 x 50% = 30 Days
<u>Sick Leave Taken</u>	<u>5 Days</u>
Bob's days paid upon Retirement =	25 Days

Example 2: Denise

Denise works three (3) years at eight (8) hours per day. Denise is then transferred to a position working seven (7) hours per day for two (2) years until retirement. Denis has taken two (2) sick days in the second year and one (1) sick day in the fifth year.

Denise's Calculation:

	<u>Time Earned</u> (Days / Equivalent Hours)	<u>Time Used</u> (Days / Equivalent Hours)
Year 1	12 days / 96 hours	0 days / 0 hours
Year 2	12 days / 96 hours	2 days / 16 hours
Year 3	12 days / 96 hours	0 days / 0 hours
	Switch from eight (8) hours days to seven (7) hour days	
Year 4	12 days / 84 hours	0 days / 0 hours
<u>Year 5</u>	<u>12 days / 84 hours</u>	<u>1 day / 7 hours</u>
	60 days / 456 hours	3 days / 23 hours

Hours Earned 456

Eligible for payment	456 x 50% = 228 hours
<u>Sick Leave Taken</u>	<u>23 hours</u>
Denise's hours paid upon Retirement =	205 hours

B. Incentive Bonus

Employees who qualify for Incentive Payment on Retirement, as provided in Paragraph A, will be paid upon retirement, in addition to said Incentive Payment, for the following:

1. any accumulated sick days as described under subsection 9-7.1(b) over eight (8) days in any year of accumulation for service between 1978-1986;
2. one third of the unused base sick leave days earned under subsection 9-7.1(a), at time of retirement; and
3. any unused Personal Leave that has been added to the Incentive Bonus accumulation.

Example: Bob from Example 1 above

Bob from Example 1 had fifty (50) days base sick leave in 1978 and used only two (2) days of Personal Leave. The following calculation is for Bob's payout for service from 1978 to 1986:

<u>Year</u>	<u>Earned – Used + Accumulated Sick Days 1978-1986</u>	<u>Number of Days Over Eight (8)</u>
1978	15 - 15 = 0 days	0
1979	15 - 1 = 14 days	6
1980	15 - 0 = 15 days	7
1981	15 - 7 = 8 days	0
1982	15 - 2 = 13 days	5
1983	15 - 4 = 11 days	3
1984	15 - 0 = 15 days	7
1985	15 - 1 = 14 days	6
1986	15 - 5 = 10 days	<u>2</u>
		36 Days

On retirement, Bob would be eligible for an Incentive Bonus of:

Personal Leave	13 Days (5 years x 3 days/year – 2 days used)
Base Sick Leave	16.67 Days (50 base sick leave days/3)
<u>Payout for Service 1978-86</u>	<u>36 Days (from above calculation)</u>
Total Incentive Bonus	65.67 Days

Payment will be based on the hourly rate at the time of retirement. If the number of hours worked per day changes during the employee's career, the calculation will be broken down

to an "hour" unit rather than a "day" unit. The retiring employee will receive one check for the amount of both the Incentive Payment on Retirement and the Incentive Bonus.

C. Death Benefit. In the event of the death of an employee all incentive payments to which the employee was entitled will be paid to the beneficiary named under P.E.R.S. In addition the Township will make a Five Thousand (\$5,000.00) Dollars cash payment to the named beneficiary.

ARTICLE XXIV -- JOB VACANCIES

A. If new jobs are created or if permanent vacancies occur which the Employer intends to fill, the Employer shall determine the qualifications required for the position and shall post a notice of such job or vacancy on the bulletin board for a period of eleven (11) working days. Such notice shall contain a description of the job, the pay rate, and when the job will be available. The Employer may also seek candidates for the vacancy from non-union personnel. All candidates for the new job and/or vacancy must notify the Director of Human Resources in writing of their interest.

B. The most qualified candidate within this bargaining unit and/or outside the bargaining unit as determined by the Department Head, supervisor, or Director of Human Resources will be selected to fill the new job or vacancy position. The Employer agrees to consider seniority as a criterion in making such promotion. Such determination is not grievable. A rejected candidate may request a meeting with the Director of Human Resources to discuss the vacancy.

C. Any employee so selected to fill such job shall be granted a probationary period as outlined in this contract. If it shall be determined by the Employer at or prior to the completion of the probationary period that the employee is not qualified to discharge the duties of the position to which said employee was appointed, the employee shall resume the former position held. The employee shall receive the rate for the new job as of the day that person begins the probationary period. If removed from the position during or at the end of the probationary period, the employee shall return to the pay rate of the former position if relevant.

D. Seniority shall be defined as continuous service with the Employer.

ARTICLE XXV -- EDUCATIONAL ASSISTANCE

A. Training

1. Full-time and part-time employees shall be eligible to receive financial assistance for training courses or seminars if the following conditions are present:

- a. The course is judged by the department head to be of value to the individual and to the Township in the position the employee occupies, or the course is recommended by the Department Head.
- b. There is sufficient evidence to show that the employee is capable of handling the desired training in the normal time allotted for such course.
- c. The course is offered by an approved institution of learning.

2. Prior to enrollment, the Department Head or the Director of Human Resources must approve each request for training.

3. Upon completion of an approved course, the employee shall submit a copy of the course certificate or agenda to the Director of Human Resources for inclusion in his/her Personnel File.

4. Travel expenses are eligible for reimbursement as described in Personnel Ordinances subsection 9-28 Mileage Reimbursement.

B. Licensing and Certification

1. The cost of courses leading to or required for licensing or certification that is required for a full-time employee's position shall be paid for by the Township. This includes courses required as part of a continuing education or re-certification program. Payment to part-time employees will be determined by the Department Head and the Director of Human Resources on a case by case basis.

2. The Township shall pay for the initial and renewal fees of mandatory licenses held by full-time regular employees. Payment to part-time employees will be determined by the Department Head and the Director of Human Resources on a case by case basis.

3. Upon completion of the approved training, the employee shall submit a copy of the license or certification to the Director of Human Resources for inclusion in his/her Personnel File.

4. Travel expenses are eligible for reimbursement as described in Personnel Ordinances subsection 9-28 Mileage Reimbursement.

C. Tuition Reimbursement

1. Full-time employees shall be eligible to receive financial assistance for tuition reimbursement if the following conditions are present:

- a. The employee is registered as a matriculated student in a degree program that is related to an employee's current position.
- b. It is expected that veterans will take advantage of the financial assistance for which they are eligible under the current laws covering education for veterans.
2. Approval, or disapproval, of application for financial assistance for education will be given by both the Department Head and the Director of Human Resources.
3. Upon completion of an approved course, the employee shall submit a copy of his/her transcript for the course to the Director of Human Resources for inclusion in his/her Personnel File.
4. Regular tuition, registration fees and required laboratory fees shall be eligible for reimbursement. The cost of books, supplies, or other similar expenses shall also be eligible for reimbursement. Travel expenses will not be eligible for reimbursement.
5. A satisfactory passing grade must be obtained. Only those grades classified as "C", "Average", "Satisfactory" or above will be considered satisfactory.
6. For college credits, payment will be made upon presentation of transcript indicating the grade received and proof of payment of fees. Employees will be reimbursed for up to one hundred (100%) percent of the allowed costs within thirty (30) days after the voucher is filed with the Director of Human Resources.

ARTICLE XXVI -- LONGEVITY

A. Effective January 1, 1996, the following longevity schedule shall be rolled into base salary and the previous longevity program will be discontinued.

<u>Years of Service Completed</u>	<u>Amount</u>
Completion of 5 years of service	\$ 300
Completion of 6 years of service	350
Completion of 7 years of service	400
Completion of 8 years of service	450
Completion of 9 years of service	500
Completion of 10 years of service	550
Completion of 11 years of service	600
Completion of 12 years of service	650
Completion of 13 years of service	700
Completion of 14 years of service	750
Completion of 15 years of service	800
Completion of 16 years of service	850
Completion of 17 years of service	900
Completion of 18 years of service	950
Completion of 19 years of service	1000
Completion of 20 years of service	1050
Completion of 21 years of service	1100
Completion of 22 years of service	1150
Completion of 23 years of service	1200
Completion of 24 years of service	1250
Completion of 25+ years of service	1300

ARTICLE XXVII -- PART-TIME EMPLOYEES

Permanent part-time employees, as defined by the Township of Bernards Personnel Ordinance/Policies, who work twenty (20) hours or more per week, shall be entitled to receive medical benefits, as defined by this Contract, and a prorata portion of sick leave, vacation leave and personal leave benefits, as defined for full-time employees covered under this contract. Permanent part-time employees hired after July 28, 1999 shall not be eligible for medical or dental insurance benefits.

ARTICLE XXVIII -- FULLY-BARGAINED AGREEMENT

A. The Employer and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the Employer or the Union during the term of this Agreement unless agreed to in writing between the Employer and the Union subsequent to the date of execution of the Agreement.

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

C. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is clear waiver as to any right or claim not expressed in this Agreement except as provided in Personnel Policy or Township Committee Directives.

D. This Agreement is separate and distinct from, and independent of all other agreements entered into between the Union and other employer organizations irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

E. 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.

ARTICLE XXIX -- DURATION

A. This Agreement shall be in full force and effect as of January 1, 2002 and remain in effect to and including December 31, 2004 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Basking Ridge, New Jersey, the day and year first above written.

INTERNATIONAL UNION OF PRODUCTION,
CLERICAL AND PUBLIC EMPLOYEES,
LOCAL 911

TOWNSHIP OF BERNARDS

By: _____
James Shevchenko, Business Representative

Albert LiCata, Mayor

ATTEST:

ATTEST:

By: _____
David Centrelli, Shop Steward

Carolyn Kelly, Deputy Mayor