

A G R E E M E N T

BETWEEN

TOWNSHIP OF MARLBORO

MONMOUTH COUNTY, NEW JERSEY

and

COMMUNICATIONS WORKERS OF AMERICA
(Blue Collar Unit)

JANUARY 1, 2008 through DECEMBER 31, 2011

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PREAMBLE

THIS AGREEMENT entered into this ___ day of _____, 2010, by and between the TOWNSHIP OF MARLBORO, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and COMMUNICATIONS WORKERS OF AMERICA, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I
RECOGNITION

A. The Township recognizes the Union for the purposes of collective negotiations as the exclusive representative of the Blue Collar workers in the negotiations unit and reference to males shall include females.

B. The bargaining unit shall consist of non-supervisory employees in the Division of Public Works.

C. This Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.

D. This Agreement will be binding upon all the parties hereto, their successors and assigns.

ARTICLE II

MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing the personnel, method 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, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Township reserves the right with regard 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 Township.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereto and only to the extent that such specific and express terms are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of Marlboro Township.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S.40 and R.S.11 or any other national, state, county or local laws or ordinances.

ARTICLE III

NON-DISCRIMINATION

A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Township and the Union agree that all employees covered under this 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 Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union. The employee may elect to use the grievance procedure as outlined in Article V, herein. The employee/Union agrees to notify the Township of any alleged discrimination/sexual harassment and give the Township 15 days notice to correct such before instituting a grievance. Nothing herein will relieve any party of any duty it has by law to mitigate or correct the alleged discrimination/sexual harassment.

C. The Township and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate.

ARTICLE IV

NO-STRIKE PLEDGE

A. The Union 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 concerted willful absence from his duties of employment), work stoppage, slowdown, walk-out or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

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

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township 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 damage, or both, in the event of such breach by the Union or its members.

D. The Township agrees not to lock out its employees.

ARTICLE V

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

C. A grievance is defined as:

1. A claimed breach, misinterpretation or improper application of the terms of this agreement, or

2. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, including any alleged discrimination or sexual harassment claim or any laws applicable to the department, to include major disciplinary actions to the extent these can be considered as grievable by applicable law. Counseling shall not be grievable.

D. 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. The time limits herein may be extended by mutual agreement of the parties.

Step One: The aggrieved shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred or fifteen (15) calendar days from the date on which the grievant should reasonably have known of its occurrence, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Superintendent of Public Works for the purpose of resolving the matter

informally. Failure to act within the said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within ten (10) calendar days after the initial discussion with the Superintendent of Public Works, the grievant or the Union may appeal the decision of the Superintendent of Public Works in writing to the Business Administrator within ten (10) calendar days thereafter. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract allegedly violated, and the remedy requested by the grievant. The Business Administrator shall schedule, appear and respond, in writing, to the grievance within twenty (20) working days of the submission.

Step Three: If the grievance is not settled through Steps One and Two, the Union shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within thirty (30) calendar days after receipt of the decision of the Business Administrator. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties may direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, 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, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

3. The parties agree that at no time shall they place more than one (1) issue before any one (1) arbitrator at any one (1) time.

F. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the decision rendered by the Governing Body on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

G. Disciplinary matters shall be arbitrable as permitted by law.

ARTICLE VI

DUES DEDUCTION AND 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 Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9(e), 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 Treasurer 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 Clerk.

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

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become, or remain, members of the Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

J. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Township. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

K. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suites or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE VII

UNION BUSINESS LEAVE

A. Upon prior notice to and approval of the appropriate Township representative, members of the Union Grievance Procedure Committee (not to exceed a total of four (4) employees in number) may be permitted to confer with management in accordance with the Grievance Procedure set forth herein and to attend collective bargaining sessions with the Township representative or representatives, during duty hours without loss of pay, or any other contractual benefit, provided the conduct of said business shall not diminish the effectiveness of the employees' Departments, or require the recall of off-duty employees to bring the Department to its proper effectiveness.

B. 1. A maximum of four (4) stewards and/or officers of the Union shall each be granted up to a maximum of twenty hours annually without loss of pay for the purpose of attending Union conferences and/or seminars and/or other union related activities, including testimony at hearings. Use of such leave must be preceded by permission of the department head who may withhold such permission in his/her discretion if it will seriously impact on the functioning of the department.

2. In order to be eligible for this benefit, the stewards and/or officers must notify the Business Administrator and their immediate supervisor at least one (1) week in advance of said conference and/or seminar.

3. If an employee fails to provide prior verification of the conference and/or seminar, or verification of attendance, said employee shall be charged for said time off from work.

C. An employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The employee and the Union understand and agree that any such off-duty time spent shall not be compensated by the Township and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

ARTICLE VIII

BULLETIN BOARD

A. The Union shall have the use of the bulletin boards in the Division of Public Works area for the posting of notices relating to meetings and official business of the Union only.

B. Only material authorized by the signature of the Union President or designee shall be permitted to be posted on said bulletin board.

C. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE IX

JOB POSTINGS, ANNOUNCEMENTS AND FILLING OF VACANCIES

A. To provide advancement opportunities for employees within the Division of Public Works, existing or anticipated job vacancies shall be posted on the employee bulletin boards for seven (7) working days. The posting shall include a description of the job, any required qualifications, the location of the vacancies, the salary range, the hours of work and the procedure to be followed by employees interested in making application.

B. When the Township wishes to fill any job vacancies, it shall first request applicants from within the Department in which the vacancy exists, then within the Division of Public Work and then from other sources.

C. Names of appointees shall be posted and a copy of said selections forwarded to the Union.

D. 1. Any employee promoted within the bargaining unit shall have all applicable monies and salary rates applied retroactive to the date of promotion or employment in the respective titles.

2. Whenever the Township creates and/or utilizes a "new" job title from the Civil Service listing, which the Department of Personnel indicates as "available" to all Local Governments to utilize, the Township will notify the Union and the salary range for the job title will be negotiated.

ARTICLE X

HOURS, OVERTIME & EMERGENCIES

A. The normal workweek shall consist of forty (40) hours, comprised of eight-hour days, Monday through Friday.

B. The hours of work for all bargaining unit employees will be from 7:00 AM to 3:00 PM, which time shall include one-half hour off for lunch, which is paid and which shall be included in the calculations to compute a 40 hour week. Employees will not be required, or expected, to work through the lunch period, except in an emergency.

C. Overtime will be compensated at the rate of time and one half (1 ½) the employees normal hourly rate and shall be paid for all hours worked in excess of forty (40) hours per week. As long as the employee is in pay status, all such hours will be considered as hours worked for purposes of calculating overtime.

D. Employees shall have the option of accumulating up to eighty-eight (88) hours annually of compensatory time off in lieu of overtime pay. Such accumulation is not replenishable as a rolling amount. Comp time shall be earned at the rate of one and one-half hour for each hour of overtime worked. In order to utilize comp time, an employee must give prior notice, except in case of emergency, and receive approval from the supervisor. Earned compensatory time may be utilized by an employee when calling, at least one half hour, prior to the start of the shift to report an inability to work on a given day except during a Township emergency or during inclement weather. Such approval will not be unreasonably withheld. The employer shall have the right to cancel approved compensatory time in the event of an emergency or inclement weather.

E. Employees with unused compensatory time at the end of the calendar year shall receive payment for all accumulated comp hours at their normal rate of pay. Up to thirty-two (32) hours of compensatory time earned in November or December that remains unused, may be

carried over into the first six months of the next calendar year. Such hours are in addition to the eighty-eight (88) hours in Section E above.

F. When an employee is called to work outside of his normal shift, he shall receive a minimum of two hours work or pay at overtime rate, except in the event of snow removal, at which instance he shall receive a minimum of four hours work or pay at overtime rate.

G. In the event inclement weather causes the closing of municipal offices, all essential employees will receive additional hour for hour compensation or comp time, for all hours worked during the inclement closing, subject to the applicable overtime provisions contained herein

H. Employees called to report to work during inclement weather conditions will be paid for thirty (30) minutes prior to the time of actually punching the clock. During inclement weather, all employees are expected to work continuously until the weather emergency has subsided, subject to reasonable rest periods and safety concerns.

I. Employees involved in inclement weather operations, including mechanics, will be provided with reasonable breaks without loss of pay during the weather event. When inclement weather operations require employees to work six or more hours prior to their normal shift time, upon completion of the weather related work said employees may, in the discretion of the director, be dismissed for the remainder of their normal workday with no loss of pay.

J. All hours worked on Sunday will be paid at the rate of time and one-half regardless of whether or not the employee has worked forty hours that week. If an employee is required to work on a holiday he shall receive double time (2X) for all hours actually worked on the holiday. Hours worked on a holiday shall be at premium pay in addition to the normal holiday pay for the day, regardless of whether or not the employee has worked a forty-hour week that week.

K. If Christmas Day or New Years Day fall on a weekend and an employee is called in to work, all hours will be compensated at double time for that day. In such event, if the

employee is also called in on the observed day (Friday before or Monday after) the employee will receive double time for both days.

L. At the beginning of each calendar year, overtime rotation lists will be ordered according to seniority within a title and within each department. In addition, a master overtime list, ordered by seniority only, will be maintained. Overtime opportunities will be offered within the department affected. If the department list is exhausted, the master list will be utilized, regardless of title, provided the employee is capable of performing the work.

M. An employee who works four hours of overtime, or is called to work at least three (3) hours prior to the start of his shift will be provided with a meal at no cost to the employee or will be reimbursed for a meal at the rate of \$12.00. An employee will receive an additional meal or meal payment of \$15.00 for each additional six (6) hour period of overtime worked. All reimbursement for meals to which an employee may be entitled will be paid by May 1st.

ARTICLE XI

SALARIES

A. Retroactive to January 1, 2008, all employees shall receive a 4% across-the board increase in base salary. The increase for 2008 will be rolled back effective January 1, 2009.

B. Effective January 1, 2010, all employees shall receive a 2% across the board increase in base salary.

C. Effective July 1, 2010, all employees shall receive a 2% across the board increase in base salary.

D. Effective March 1, 2011, all employees shall receive a 3% across the board increase in base salary.

E. Any employee promoted within the bargaining unit shall have all applicable monies and salary rates applied retroactive to the date of promotion or employment in the respective titles.

F. All employees who are not at the maximum salary within their classification shall be eligible for annual advancement within their classification provided they are performing satisfactorily. An employee who is not performing satisfactorily will be evaluated and advised in advance of whatever deficiencies may exist and what the employee needs to do to correct them in order to receive the annual advancement.

G. Those employees withheld from advancement within their classification shall be so informed in writing. Upon request, the employee shall have the right to meet with his or her immediate supervisor and/or the Business Administrator to determine how the employee can improve in order to obtain advancement.

H. An employee not advanced within classification shall be re-evaluated within six (6) months of the last evaluation in order to determine whether or not the employee shall be so promoted or advanced.

I. Payment for overtime will be made in a check separate from the regular paycheck. It will, however, be paid at the time of the regular paycheck. There shall be a minimum of twenty-four (24) paychecks per year.

J. Whenever an employee in the Blue Collar Unit performs work above his title for at least one (1) work day, that employee will receive compensation at the lowest salary in this Agreement for the title, which regularly performs such work, for the time the employee remains in the title.

K. Any grounds maintenance employee will receive out of title pay of truck driver in accordance with paragraph (J) above when operating equipment which is 30 horsepower or higher.

L. Advancement from Laborer 1 to Laborer 2 shall require a CDL license. The employee will have six months to obtain a CDL license. The employee will be demoted if a CDL license is not obtained unless additional time is granted by management. The Township will cover the cost of obtaining and maintaining the required CDL licenses of all employees.

M. Advancement from Mechanic 1 to Mechanic 2 shall require three (3) years experience as a Mechanic 1 or two (2) years experience as a Mechanic 1 and an ASE certification.

N. Truck Driver classifications will be restructured as follows:

Truck Driver A	=	Pay Grade 9
Truck Driver 1	=	Pay Grade 12
Truck Driver 2	=	Pay Grade 13

O. In addition to filling the existing Truck Driver vacancy, the Township will create and fill one additional Truck Driver position in 2005; and one additional Truck Driver position in 2006. Additionally, the Township will promote an employee to Heavy Equipment Operator in 2005 and fill the vacancy thus created.

P. Employees hired prior to January 1, 2005 will, during temporary transfer or snow removal, be compensated at the Truck Driver 1 (Pay Grade 12) rate. Employees on the existing Civil Service list for Truck Driver at the time of ratification of this Agreement, upon promotion from the list to the positions set forth in Paragraph O above, will be placed at the Truck Driver 1 (Pay Grade 12) rate.

Q. Employees hired after January 1, 2005 will receive Truck Driver A (Grade 9) rate in the circumstances outlined above in P.

R. When making promotions the Township shall do so by seniority from among the qualified applicants within the department in which the vacancy or promotional opening exists in accordance with applicable law. If no qualified applicants exist within the department affected, the appointment will be made by seniority from among applicants from other departments within DPW in accordance with applicable law.

ARTICLE XII

LONGEVITY

A. In addition to the salary noted in Article XI, longevity will be paid as follows, as determined by employment anniversary date:

<u>Years of Service</u>	<u>In Addition to Annual Pay</u>
After five (5) years of service to tenth (10th) year	2 1/2% of salary
From eleventh (11th) year to fifteenth (15th) year inclusive	5% of salary
From sixteenth (16th) year to twentieth (20th) year inclusive	7-1/2% of salary
From twenty-first (21st), and thereafter	10% of salary

- B. The above increment to be included in periodic annual salary payments.
- C. For purposes of pension calculations, longevity is included in base salary.

ARTICLE XIII
UNPAID LEAVE DAYS

- A. Employees shall take three (3) self-directed unpaid leave days between August 19, 2009 and December 31, 2009.
- B. Employees shall take fifteen (15) self-directed unpaid leave days between January 1, 2010 and December 31, 2010.
- C. By September 15, 2009, employees must schedule the three (3) self-directed unpaid leave days to be utilized prior to December 31, 2009. By March 15, 2010, employees must schedule the fifteen (15) self-directed unpaid leave days to be used between January 1, 2010 and December 31, 2010. Unpaid leave days will be scheduled and approved based upon seniority in accordance with the vacation scheduling procedures of this Agreement. Requests to schedule self-directed unpaid leave days will not be unreasonably denied. If an employee does not timely schedule self-directed unpaid leave days, management will meet with the employee to schedule such days. If following such meeting the employee and management do not agree upon the scheduling of the unpaid leave, management shall select the unpaid leave days to be served by the employee with at least seven (7) days notice to the employee.
- D. If the employee is unable to utilize vacation leave day(s) due to his or her need to utilize self-directed furlough days in either 2009 or 2010, the employee may carry over up to one year of unused vacation leave. It is understood that employees must be allowed to schedule vacation time to avoid the loss of such time.
- E. If an employee is on medical or other leave in 2009 or 2010, the number of self-directed unpaid leave days the employee will be required to utilize under this Agreement will be prorated based upon the number of days the employee works.

- F. Unpaid leave hours served under the terms of this Agreement will be counted as hours worked for purposes of calculating an employee's entitlement to the payment of overtime.
- G. Unpaid leave hours served under the terms of this Agreement will not reduce the accrual of sick leave, vacation time, personal days or holidays.
- H. If an employee utilizes a self-directed unpaid leave day on the day before or after a holiday, the employee will be paid for the holiday.
- I. For the period through December 31, 2010, an employee will not suffer any involuntary unpaid leaves of absence or furloughs, except as expressly permitted in paragraphs (a) and (b) above. For purposes of this Agreement, unpaid furloughs/leave days include staggered and non-staggered furloughs or "temporary layoffs", as well as furloughs or "temporary layoffs" resulting from complete or partial closures of departments or agencies.
- J. If any employee is furloughed or required to use an unpaid leave day in violation of paragraph (i) above, such member shall suffer no loss of compensation as a result of not being permitted to work on such day. If the Union submits to arbitration a grievance alleging a violation of paragraph (i) and the arbitrator sustains the grievance, the arbitrator shall award an employee his or her lost compensation as a result of being furloughed in violation of paragraph (i) above.
- K. For the period through December 31, 2010, or while furlough days are required, the Township will not hire seasonal, temporary or part-time employees to perform bargaining unit work.
- L. If due to budgetary problems in fiscal year 2011, the Township determines that employees should be required to use unpaid leave/furlough days between January 1, 2011 and December 31, 2011 to avoid layoffs, the Township will provide the Union with at least thirty (30) days notice of its intent to furlough employees and

will provide the Union with a copy of any proposed plan to be submitted to the Civil Service Commission at least thirty (30) days prior to the submission of such plan. The Union reserves its right to legally challenge any plan to impose furlough or unpaid leave days on the employees.

- M. Nothing in this Agreement shall be construed as a waiver of the parties' respective positions with respect to the negotiability of unpaid leave days or furlough days or with respect to whether unilaterally imposed furlough or unpaid leave days violates this Agreement. Nothing in this Agreement shall be construed as acquiescence by the Union to any unpaid leave or furlough days after December 31, 2010.
- N. The unpaid leave days provided for in paragraphs 3(a) and (b) above are designed to assist the Township through tough economic times. It is the Township's intention to eliminate the need for employees to take unpaid leave days as soon as the current economic and budget restraints have been sufficiently resolved to allow for same.

ARTICLE XIV
NO LAYOFF PLEDGE

- A. In consideration for the substantial personnel savings achieved through the self-directed unpaid leave days agreed to above, the Township pledges that there shall be no layoffs of employees during the period of August 18, 2009 and December 31, 2010.
- B. If an employee is laid off prior to January 1, 2011 in violation of the no layoff pledge contained in paragraph (a) above, the Township agrees to the following:
- (i) Any employees who are not laid off will receive a 4% across-the-board increase in base salary in addition to the across-the board increases provided in Article XI of this Agreement.
 - (ii) In addition, if prior to December 31, 2010, any employee is laid off, the provisions in Article XIII of this Agreement shall require the use of unpaid leave days will no longer be operative and employees who are not laid off will not be required to use any additional furlough days except as provided for in this paragraph. If at the time of such layoff any such employee utilized furlough days in excess of the days the employee was required to use on a prorated basis, that employee will be reimbursed for the value of such days. If at the time of such layoff any employee utilized fewer furlough days than the employee was required to use on a prorated basis, the employee will use such prorated furlough days following the layoff.
 - (iii) Any employee laid off prior to January 1, 2011, will be given at least ninety (90) days notice of layoff. The Township will

provide the Union with a copy of any proposed layoff plan to be submitted to the Civil Service Commission for approval at least sixty (60) days prior to the submission of such plan.

- C. If the Township determines that layoffs are necessary beginning on or after January 1, 2011, the Township will provide the Union with at least thirty (30) days notice of such layoffs and will provide the Union with a copy of the layoff plan at least thirty (30) days prior to its submission to the Civil Service Commission. The Union agrees to negotiate with the Township over alternatives to layoffs, including but not limited to unpaid leave/furlough days.

ARTICLE XV

HOLIDAYS

A. Employees will receive eight (8) hours pay at their regular hourly rate for each of the following recognized holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans' Day
Lincoln's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Presidential Election Day - Every 4 years
Labor Day	

B. If any of the above listed holidays falls on a Saturday, the employee then gets the preceding Friday off; and if the holiday falls on a Sunday, the employee gets the next day off (Monday). An employee may request another day off in lieu of the employee's birthday and such request will not be unreasonably denied.

C. If the Township Council or Mayor gives or declares a holiday to the other Township employees, then that day is granted to the employees covered by this contract. The term "holiday" does not include emergency closings.

D. All those holidays which have potentially an observance day different from the actual date of the holiday (i.e., Martin Luther King's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Columbus Day, Veteran's Day, and any other such day which are observed on the Monday before the holiday actually occurs), will be observed on the observance day only, i.e. this is the only day employees will receive off and not the actual holiday.

ARTICLE XVI

HEALTH AND LIFE INSURANCE

A. The Township shall continue to provide health insurance coverage for all full time employees, and their dependents, through the New Jersey State Health Benefits Plan. However, the members of the bargaining unit will contribute 4% of their health insurance premiums for Dependent coverage capped at no more than \$250.00 annually for the life of this agreement. Such contributions shall be made pre-tax through the payroll system. Such contributions shall not commence until every employee of Marlboro enrolled in the New Jersey State Health Benefits Plan is subject to the same provisions. In the event a lower contribution is negotiated or mandated, such reduced rate will apply to members of this bargaining unit as well. In the event the Township considers leaving the New Jersey State Health Benefits Program the parties will meet to discuss the impact. However, in no event will employee contributions exceed \$250.00 annually for the life of this contract.

B. The base health benefits plan shall be Direct Access 15 offered by the State Health Benefits Program. If an employee exercises his or her option to enroll in Direct Access 10 or either of the two HMOs offered by the State Health Benefits Program, the employee shall pay the difference in premium costs between the base plan (Direct Access 15) and the other plans.

C. The Township has the right to change insurance carriers or institute a self-insurance program so long as equivalent or better benefits are provided.

D. The Township shall continue to provide fully paid dental insurance coverage in a plan equivalent or better than the plan currently in effect. The deductible for dental claims shall be not more than \$50.00 per family / \$150.00 per family. The annual per person, maximum dental coverage shall be \$1400.00 for 2004. The annual maximum shall increase to \$1500.00 in 2005 and increase to \$1600.00 in 2006.

E. The Township shall provide a group life insurance policy for each employee in the amount of \$20,000.00.

F. If at any time the Township is considering changes to any insurance policies referred to in this agreement, the union shall be so notified and provided ample opportunity to review and discuss any possible changes.

G. Employees who wish to waive coverage under the Township health insurance plan shall be entitled to an opt-out incentive payment of at least \$3600 or a greater amount if adopted by the Township. Employees who wish to participate may be required to show proof of alternative coverage.

H. Retirement Planning Payments & Credits

1. Effective January 1, 2002, the Township will pay annually to each qualified retiree, as that term is later defined, a sum of \$4,000.00 per year from the time of retirement until the retiree reaches age sixty-five (65).

2. This payment shall be made each year on or before March 1st. In the first year of retirement, a pro-rated portion of the \$4,000.00 will be made within sixty (60) days of the retirement effective date.

3. The retiree may use this payment to purchase health insurance, or for any other reason in his or her sole discretion. Each qualified retiree shall be responsible for the selection of, enrollment in any and all administration associated with such insurance coverage if the money is used for such. The Township shall have no responsibility in regard to any health insurance.

4. There shall be no obligation of the Township to make payments once the qualified retiree reaches the age of sixty-five (65) except as hereafter may be provided. In the year of the qualified retiree's sixty-fifth (65th) birthday, the Township's payment shall be a prorated portion of \$4,000.00 which represents the portion of the year between January 1st, and the birthday.

5. "Qualified Retiree" as used herein means a person within the bargaining unit who has worked full time for the Township for at least twenty (20) years and is at least age

sixty-two (62) or who has worked full time for the Township for twenty-five (25) years. Employees hired after January 1, 2005 must have twenty-five years of service and have reached the age of fifty-five (55) or have twenty years of service and have reached the age of sixty-two (62) before being entitled to the credits in Section 7 below.

6. "Full time" as used herein means working normally and on average throughout the year for at least 40 hours per week.

7. Employees who continue to work for the Township after attaining twenty-five (25) years of service or after attaining age 62 with at least twenty (20) years of service, shall be credited with \$4,000.00 for each full year an employee works beyond the date of first eligibility under such parameters, which shall accumulate from year to year to a maximum of fifteen years of credit. It shall not accumulate beyond when an employee reaches age sixty-five (65) however and the year he or she turns sixty-five (65) will be prorated so that the credit is only given for that portion of the year from the anniversary of the first eligibility date and the employee's sixty-fifth (65th) birthday. At the employee's retirement or at age sixty-five (65), whichever occurs later, the employee may draw from the accumulated credited amount, a sum of up to \$4,000.00 per year.

8. In the event of the employee's death, any remaining amount of accumulated credit may be drawn upon by the employee's surviving spouse in the same manner.

ARTICLE XVII

VACATION

A. Annual vacation leave with pay shall be earned at the following rate as determined on January 1 of each year:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 - 5 years	12 working days
6 - 10 years	15 working days
11 - 15 years	18 working days
16 - 20 years	21 working days
over 20 years	25 working days

B. Vacation allowance should be taken during the current year and reasonable efforts will be made to give the employee the time of his choosing. Unused vacation days may only be carried over for one year.

C. 1. Vacation requests must be submitted to the Department Head with a copy to the Business Administrator by the 15th of March of each calendar year.

2. Vacation requests will be scheduled and approved in accordance with seniority.

3. If the Business Administrator determines that the vacation request cannot be taken at the time requested, the request and the entire vacation schedule will be reviewed in a meeting between the Business Administrator and the Union.

4. If, because of the pressure of work, the Township determines that vacations must be carried forward, said vacations will be scheduled on a priority basis by the Business Administrator as soon as possible with the concurrence of the employee.

D. Employees who terminate their employment with the Township or whose employment is terminated by the Township shall only be entitled to pay for those vacation days actually earned up to their termination date, on an annual pro-rata basis.

E. For the purpose of this Section only, vacation days shall accrue on a pro-rated monthly basis. Any month in which an employee is absent for more than fifty (50%) of his or her scheduled work days due to disciplinary suspension, said employee shall not accrue any vacation time for that month. If an employee fails to return from a leave of absence without pay said employee shall be considered not to have accrued any vacation time during said leave of absence.

ARTICLE XVIII

PERSONAL DAYS

A. All employees are entitled to a maximum of four (4) Personal Days per year to attend to personal or family matters that cannot be attended to outside of normal working hours. Such days are non-accumulative, and may be used in half-day increments.

B. Requests for use of Personal time should be made at least forty-eight (48) hours in advance except in the case of emergency. Requests for Personal Days shall not be unreasonably withheld. Personal leave will not be granted if it interferes with the personnel needs of the department.

ARTICLE XIX

SICK LEAVE

A. All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or for the attendance of the employee upon a member of the immediate family who is seriously ill. The definition of "immediate family" will be those same persons as listed in Article XVIII entitled "Bereavement Leave" as well as any relative of the employee residing in the employee's household.

C. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

D. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

E. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

F. All employees shall be reimbursed for accrued sick leave at the time of termination of his employment, upon the basis of fifty (50%) percent of accumulated sick time, provided, however, the Township shall not be responsible for any amount exceeding fifteen thousand (\$15,000.00) dollars.

G. On January 15 of 2010, 2011 and 2012, employees in the blue collar unit who bank between eleven (11) and fifteen (15) sick days of the annual sick leave allotment the prior calendar year may cash out the difference between fifteen (15) sick days and number of sick days the employee used on the basis of two sick days for one day of pay. Employees who bank

between six (6) and ten (10) sick days of the annual sick leave allotment the previous calendar year may cash out the difference between fifteen (15) sick days and the number of sick days the employee used on the basis of three sick days for one day of pay.

H. If an employee is absent for reasons that entitled him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for the absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

I. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

J. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only (1) certificate shall be necessary for a period of six (6) months.

K. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

L. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

M. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee

is capable of performing his duties and that the return will not jeopardize the health of other employees.

N. For the purpose of this Section only, sick days shall accrue on a pro-rated monthly basis. Any month in which an employee is absent for more than fifty (50%) of his or her scheduled work days due to disciplinary suspension, said employee shall not accrue any sick time for that month. If an employee fails to return from a leave of absence without pay, said employee shall be considered not to have accrued any sick time during said leave of absence.

ARTICLE XX

BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, but in no event to exceed five (5) consecutive work days.
- B. The term "immediate family" shall include spouse, father, mother, stepmother, stepfather, son, daughter, stepson, stepdaughter, brother, sister, stepbrother and stepsister.
- C. In the event of death of the employee's mother-in-law, father-in-law, or grandparent, the employee shall be granted time off without loss of pay, but in no event to exceed four (4) consecutive work days.
- D. If additional time is needed by an employee to fulfill obligations in the event of a death in the family, he or she shall be permitted, with the approval of the Department Head, to utilize his or her accrued time off (vacation days, compensatory days, personal days) as extended bereavement leave.
- E. In the event of a death of an employee's aunt, uncle, or first cousin, the employee, upon the approval of the Department Head, shall be permitted to utilize his or her personal accrued time (vacation days, compensatory days, personal days), solely for the purpose of attending the funeral.
- F. In the event of a death of a brother-in-law or sister-in-law, the employee shall be granted time off without loss of pay which may commence between the day of death up to and including the day of the funeral, but in no event to exceed two (2) consecutive work days.
- G. If extenuating circumstances exist, the Department Head and/or the Business Administrator may, at their sole discretion, extend the bereavement leave. In addition, the Department Head and/or Business Administrator may, at their sole discretion, allow a bereavement period for persons not listed above who are related to the employee.

ARTICLE XXI

INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.

B. Any employee who is injured, whether slight or severe, while working, must immediately, or as soon as practically possible, report said injury to the Director of Public Works.

C. It is understood that the employee must file an injury report with the Director of Public Works so that the Township may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

E. If the Township does not accept the certificate of the physician by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

F. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Township appointed physician. Then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The Township, at its option, and upon certification by the Township appointed physician, may extend the disability pay for no more than one (1) additional year. The Township appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

H. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Township.

I. If the Township can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Township. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the Township to the extent which is provided within this Agreement and any Ordinance in effect governing the Township of Marlboro.

ARTICLE XXII

JURY DUTY

A. Any regular full-time employee who loses time from his or her job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his or her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:

1. The employee must notify his or her supervisor immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. No employee is attending jury duty during vacation and/or other time off from Township employment.
4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

B. If, on any given day, an employee is attending jury duty, he or she is released by the Court prior to 11 o'clock a.m., that employee shall be required to return to work by 12 o'clock noon that day in order to receive pay for that day.

ARTICLE XXIII

CLOTHING AND EQUIPMENT

A. All employees, except mechanics, will be given an initial issue of clothing at the time they are hired. This shall include the following:

<u># of items</u>	<u>Item Name</u>
1 pair	Boots
6 pair	Pants
6 sets	Shirts, short or long sleeve
1	Jacket, winter, or coveralls
1	Jacket, spring, summer and/or fall
1 set	Rain wear, two piece
one set	Rubber boots
7	Tee shirts

B. On or about January 1st of each year, each employee, except Mechanics, will receive by separate check a Uniform Allowance in the following amount:

2004	=	(see provision below for 2004)
2005	=	\$700.00
2006	=	\$700.00
2007	=	\$700.00

For the calendar year of 2004, due to time constraints of the bid process, each employee will be credited with a store account in the amount of \$525.00 which may be used to purchase items from the bid awardee. Up to \$225 of the \$525.00 may be carried over, in which case the remaining balance, if any, will be paid to the employee by separate check. In the event the bid is withdrawn or revoked, each employee will receive a \$700.00 cash allowance by separate check for 2004. Employees that have unused balances carried over from 2003 will be paid such amounts upon ratification of the agreement, in addition to the 2005 entitlement.

Employees receiving Uniform allowance are required to report to work in proper attire. Failure to do so may result in discipline and/or the employee being sent home for the day without pay.

C. All employees will receive an annual Safety Shoe Allowance in the following amount:

2004	=	\$160.00
2005	=	\$170.00
2006	=	\$180.00
2007	=	\$180.00

Employees are required to report to work in proper footwear. Failure to do so may result in discipline and/or the employee being sent home for the day without pay. Worn out boots will be replaced, as needed, up to the same dollar amounts.

D. Mechanics will receive an annual allowance of \$100.00 for winter coats/coveralls by separate check on or about January 1st of each year.

E. New employees in the first month of January following their date of hire, will receive a pro-rated share of the \$525 store account, or \$700.00 allowance, based upon the number of months, or major part thereof, worked in their first calendar year of employment. For example, an employee hired on February 8th would have a store credit of 11/12ths of the applicable amount in the January following the date of hire.

F. A cleaning and maintenance service will be continued for Mechanics. At the time of hire, mechanics will have the following items supplied to them:

- one winter jacket
- one winter coverall
- one pair of rubber boots
- rain gear
- seven tee shirts (to be issued annually)

Mechanics will have the above items replaced, when worn out, with the approval of the supervisor.

ARTICLE XXIV

PENSION PLAN

A. The Township shall continue for the lifetime of this Agreement to pay the Township's portion of the pension costs under the Public Employees Retirement System of New Jersey.

ARTICLE XXV

SAFETY AND HEALTH

A. As practicable, the Township shall attempt at all times to maintain safe and healthy working conditions.

B. The Township will provide employees with wearing apparel, prescription safety glasses, tools or devices reasonably necessary as determined by the Township in order to insure their safety and health.

C. Any safety equipment supplied to the employee by the Township must be worn and/or utilized by the employee. If the employee fails to wear and/or utilize such equipment or apparel, he or she shall be subject to disciplinary action, up to and including discharge.

D. All safety and health rules will be abided by. Failure to abide by said rules shall be deemed just cause for disciplinary action, up to and including termination.

E. The Township and the Union shall form a safety committee consisting of representatives of the Governing Body and bargaining unit employees. It shall be their joint responsibility to investigate and correct the working conditions and to recommend corrective action concerning unsafe and unhealthy conditions. The committee shall meet as necessary to review conditions in general and make recommendations when appropriate.

ARTICLE XXVII

ADHERENCE TO CIVIL SERVICE RULES

A. The Township and the Union agree to be bound by all Civil Service Rules and Regulations.

ARTICLE XXVII

JOB RELATED COURSES

A. The Township agrees to pay for the tuition and books required when an employee enrolls in a job related course. The Township also agrees to give the employee the Township approved mileage allowance for attending said job related courses.

B. To be eligible for this benefit, the employee must receive prior approval from his or her immediate supervisor, and then from the Business Administrator. Approval of this benefit shall be at the final and sole discretion of the Business Administrator.

ARTICLE XXVIII

PERSONNEL FILES

A. The Township shall establish personnel files or confidential records which shall be maintained under the direction of the Business Administrator or his designated representative.

B. Upon prior notice to an authorization of the Business Administrator or his designated representative, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied.

C. The Township shall not insert any adverse material into any file of the employee unless the employee has had an opportunity to review, sign and receive a copy of and comment in writing upon the adverse material, unless the employee waived these rights.

D. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file.

ARTICLE XXIX

CDL LICENSE

A. The Township shall reimburse an employee for the cost of obtaining and renewing a commercial driver's license if such is a condition of an employee's employment.

ARTICLE XXX

HEALTH TESTS

A. The Township shall provide for an employee in Public Works the costs of one (1) annual test for Lyme's disease, provided the cost of the test to the Township shall not be more than \$100.00 per employee. Additionally, all new employees will be offered the opportunity to have a hepatitis B vaccination provided at no cost to the employee. All employees will be given the opportunity to take a follow-up test to determine if there is a need for booster shots, at no cost to the employee. In the event that a booster shot is necessary, the Township will pay the full cost.

ARTICLE XXXI

SENIORITY

A. For the purposes of this agreement, seniority is defined as the length of continuous employment with the township commencing from the date of hire as a full time employee.

B. All benefits and other terms and conditions of employment that are based upon years of service shall be measured from the date of hire with the township. Breaks in service may be bridged for purposes of earned time and economic benefits, upon written agreement between the authorized parties.

C. Traditional principles of seniority shall apply to employees covered by this agreement.

D. An employee's length of service shall not be reduced by time lost due to authorized leave of absence.

ARTICLE XXXII

IRS SECTION 125 PLAN

A. The Township will establish an IRS Section 125 Plan no later than July 1, 2000. Employees will thereafter be permitted to set aside a portion of the salary into a pre-tax account to be utilized for child care, elder care, and/or health care expenses.

ARTICLE XXXIII

MAINTENANCE OF STANDARDS

A. All terms and conditions of this Agreement shall remain in full force and effect while a successor agreement is being negotiated until a new agreement is reached.

ARTICLE XXXIV

SEPARABILITY & SAVINGS

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

B. If any such provision is declared invalid by operation of law, parties to this Agreement will forthrightly entertain renegotiations on the invalid provision.

ARTICLE XXXV

FULLY BARGAINED PROVISION

A. 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.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. Except as specifically stated elsewhere in this Agreement, the Township and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement or with respect to any matter or subject referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument in writing only executed by both parties.