

AGREEMENT BETWEEN THE TOWNSHIP OF SPARTA, N.J.

AND

LOCAL 2294, COUNCIL 52, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL- CIO

JANUARY 1, 2005 THROUGH DECEMBER 31, 2008

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PREAMBLE

This Agreement dated January 1, 2005 is entered into by and between the Township of Sparta, New Jersey referred to as the Employer and New Jersey Council 52 and its affiliated Local 2294, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I

RECOGNITION

The Township recognizes the Union as the exclusive collective bargaining agent for the employees in the classification of all Blue Collar employees of the Township of Sparta, including working supervisors (foremen). Excluding: All supervisors as defined in the Act, police, professionals, managerial employees, office employees, senior citizen van driver, seasonal and part-time employees.

ARTICLE II

TERM

- A. This Agreement shall be effective from *January 1, 2005* and shall remain in full force and effect until *December 31, 2008*.
- B. This Agreement and its provisions including promotions and step increases shall be extended to remain in full force and effect during any extended negotiations that take place on a new Agreement subsequent to this Agreement's expiration date.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in it prior to the 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, and the following rights:
1. The executive management and administrative control of Township government and its properties and facilities and the activities of its employees;
 2. To hire all employees, and subject to the provision of law, to determine their qualifications and conditions for continued employment or to assignment, and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action for the good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent when such specific and expressed terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.
- 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 IV

BILL OF RIGHTS

- A. To insure that individual rights of employees are not violated, the following shall represent the Employees' Bill of Rights:
1. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
 2. An employee shall be entitled to Union representation at each stage of a disciplinary proceeding instituted pursuant to this Agreement in Articles IV, V, and VI.
 3. No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without having Union representation.
 4. No recording devices of any kind shall be used during any disciplinary proceedings unless agreed to by all parties and each party receives a copy of the tape.
 5. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of rights under this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of the procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

B. DEFINITION

1. A grievance is any dispute between the parties arising out of or concerning the application and interpretation of this Agreement.
2. In the wording of this statement of procedure, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.
3. Any employee shall have the right to present his grievance through the steps described in the following paragraphs with the assured freedom from restraint, interference, coercion, discrimination or reprisal.
4. In the event no decision is forthcoming within the prescribed time limit as indicated below, the aggrieved may, upon notice, proceed to the next step.
5. Any of the time limits specified below may be extended by mutual agreement.
6. This grievance procedure shall in no way impair, diminish or preclude any rights to the parties as set forth in New Jersey Statutes, New Jersey Administrative Code, or any other law.
7. If, in the judgment of the Union, a grievance affects a group of employees, the Union may process and institute such a grievance procedure, provided it is initiated and signed by at least one employee.
8. Any Grievance Committee meetings or Steward meetings with the Employer shall be held during normal business hours, on the Employer's premises, and without loss of time.
9. The Grievance Committee members may have a reasonable amount of time to investigate and process grievances during working hours without loss of pay, but not to exceed two (2) hours per five (5) working days.

- Step 1. The Union Steward or other authorized representative with or without the employee, shall take up the grievance or dispute with the employee's Supervisor. The Supervisor shall then attempt to adjust the matter and shall give his answer to the Steward within one (1) working day.
- Step 2. If the grievance has not been settled in Step 1, it shall be reduced to writing, presented and taken up by the Union Steward and/or other authorized representative along with the grievant, if he so desires, with the Director of Public Works within five (5) work days of grievance occurrence. The Director or his designee shall render an answer in writing within five (5) work days after its presentation in Step 2.
- Step 3. If the grievance is still unsettled, it shall, within three (3) workdays from receipt of the answer in Step 2, be submitted to the Township Manager who shall schedule a meeting within seven (7) workdays with the Union Grievance Committee and the grievant. The Township Manager or his designee shall forward his answer in writing to the Union Steward and Afscome council representative within five (5) workdays.
- Step 4. If the grievance is still unsettled, the Union may within thirty (30) calendar days or twenty (20) work days from the answer in Step 3, request arbitration. The arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission or through the processes of the American Arbitration Association. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The fees of the arbitrator shall be borne by the Employer and the Union equally.

ARTICLE VI

DISCHARGE AND DISCIPLINE

- A. The Employer shall not discipline or discharge an employee without just cause. The Employer shall notify the Union immediately of any discharge or discipline of an employee. Where such action involves loss of employee's wages, the Union and the Employer shall, at the request of the Union, meet within five (5) workdays from such action to try to resolve the matter. If the matter remains unsettled, the Employer shall give written reasons to the Union and the individual for such action and the grievance procedure may be invoked. Any grievance involving discharge or discipline may be initiated at the Fourth (4th) Step by the Union.
1. Notwithstanding the foregoing, in the event that the proposed discipline (including termination) is one for which the New Jersey Department of Personnel provides jurisdiction for the employee, then the employee shall proceed through the Department of Personnel to attempt resolution of the matter. This section is intended to apply to those employees covered under the terms of this Agreement, who are classified as permanent employees as defined by the New Jersey Department of Personnel. This section is not intended to deprive an individual employee, who has no appeal rights through the Department of Personnel, from using the appeal rights provided through the grievance procedure, including arbitration.
 2. Pursuit to redress through the New Jersey Department of Personnel precludes the choice of arbitration for the same matter.
- B. A Grievance may be settled at any stage of the disciplinary grievance procedure, provided the Union shall be notified and offered the opportunity to be present at all meetings,

hearings, disciplinary proceedings or discussions which involve the employees covered by this Agreement. The employee and the Union shall be provided with a written copy of such settlement within two (2) working days.

- C. Grievance Committee shall mean: The Union President or his designee, the Steward and the Grievant.

ARTICLE VII

UNION SECURITY

A. BULLETIN BOARDS

The Employer agrees to provide bulletin boards for the exclusive use of the Union to post notices and other Union information at each work location. Such notices shall be affixed with the Local A.F.S.C.M.E. number and/or Council 52 and/or A.F.S.C.M.E. International letterhead.

B. ACCESS TO PREMISES

The Employer agrees to permit representatives of the International Union and Union Council 52, subject to prior approval of the Township Manager or his designee, to enter the premises of the Employer for individual discussion of working conditions with employees, and to explain Council sponsored insurance programs, provided such representatives do not interfere with the performance of duties assigned to the employees.

The Chapter Chairman or Shop Steward shall be permitted to enter the Township public works yard to conduct Union business only upon notification of the Township Manager or his assigned designee.

C. AID TO OTHER UNIONS

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, appropriate Union Representatives, who are employees shall be allowed to:

1. Post Union notices;
 2. Distribute Union literature;
 3. Solicit Union members during other employee's non-working time;
 4. Transmit communications authorized by the Local Union or its officers to the Employer or his representative;
 5. Consult with Employer, his representative, Local Union Officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.
- Such right shall not exceed four (4) hours a week and shall not be abused.

D. CONTRACT NEGOTIATIONS

1. The Employer will give time off with no loss of pay to the four (4) members and Steward of the local union negotiating team one from each of water, parks, and Roads, to participate in contract negotiations.
2. Such meetings shall be conducted during regular business hours or at such times as are mutually agreeable between the parties. It is understood between the parties that overtime is not to be paid for any negotiation sessions that exceed regular work hours.
3. Union representatives must notify and obtain approval from the Public Works Director in advance of any time to be spent on union matters during normal working hours. Such approval shall not be unreasonably withheld.

ARTICLE VIII

DUES DEDUCTION

- A. The Township agrees to deduct the annual dues of the Union in twenty-six (26) equal deductions from all employees who execute a written authorization pursuant with

N.J.S.A. 52:14-15.9e. Such notice shall be given to the head of the Township's payroll department.

- B. The dues check shall be accompanied each month with an alphabetized list of all employees in the bargaining unit on a form provided by the Union attached as Exhibit A to the Agreement. The list shall include new hires along with their home addresses, dates of hire, classification, status and whether they are terminated or on leave of absence and the amount of dues deducted.
- C. The total of such deductions together with the list shall be remitted to the designated Financial Officer of Council 52, A.F.S.C.M.E., AFL-CIO, 516 Johnston Avenue, Jersey City, New Jersey 07304, monthly, by the 15th of the month following such deduction.
- D. AGENCY SHOP

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a

successor Agreement between the Union and the Employer. For the purpose of this provision, employees employed on a ten-month (10) basis or who are reappointed from year-to-year shall be considered to be in continuous employment. The Township shall notify the Union of any new employee after 30 days of service.

ARTICLE IX

NONDISCRIMINATION CLAUSE

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- B. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be deemed to include male and female employees.
- C. The Employer agrees not to interfere with the rights of employees to become members of the Union, and further agrees there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.
- D. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE X

EVALUATIONS

General Guidelines Applicable To All Employees

The Township shall evaluate each bargaining unit member in accordance with the Township Performance Appraisal Form. Every evaluation shall be conducted by the employee's immediate supervisor and reviewed by the department head. Final approval shall be made by the department head. The employee will be given the opportunity to comment upon the evaluation. The performance appraisal forms shall be issued and the evaluation process shall begin upon execution of this agreement. It is the purpose of the Township to evaluate all employees at least once per year. The purpose of the evaluation is to train and evaluate personnel so they can deliver work performance at the highest possible professional level.

- A. Notwithstanding the employee performance evaluation procedures set forth herein, all employees shall be formally evaluated at least once per year. It is recommended that the employee's immediate supervisor sit with the employee six (6) months prior to the date of evaluation to assess the employee's performance.
- B. The Township reserves the right to discipline personnel in accordance with State law. Withholding of step movement shall not be done for disciplinary reasons and shall not be considered disciplinary action under the terms of this Agreement.
- C. All personnel assigned the responsibility of evaluating other employees shall be required to make monthly notations of performance. The purpose of this monthly notation is to provide periodic counseling of employees by their evaluators and to ensure that the year-end evaluation has a continuous factual record. These notations may be reviewed by the employee.

- D. It shall be the responsibility of the employee's immediate supervisor to submit a written job performance evaluation on an approved Township appraisal form to the appropriate division head at least twenty (20) working days prior to the date scheduled for step movement (July 1, 2003). It shall be the responsibility of the supervisor to conduct the employee performance evaluation. The job performance evaluation shall include a statement by the supervisor indicating whether or not the employee has performed in a satisfactory or unsatisfactory capacity. In the event of an unsatisfactory performance rating or lower, it shall be the responsibility of the supervisor to notify the division head of his/her determination.
- E. Upon the completion of an unsatisfactory employee job performance evaluation, the employee's supervisor shall submit his/her findings to the division head. Upon review by the department head and finding the submitted evaluation of the employee to be unsatisfactory, remedial action shall be implemented.
- F. An employee receiving a satisfactory initial job performance evaluation at the conclusion of the anniversary period shall be subsequently evaluated on an annual basis prior to his/her anniversary date. The evaluation shall be administered by the supervisor at least twenty (20) working days prior to the anniversary date.

Step Movement

It is established herein that in no event shall employees advance on the salary progression schedule following the expiration date of this labor agreement. There shall be no step increases or salary adjustment of any kind whatsoever pursuant to the salary progression schedule after December 31, 2008 unless the parties agree to extend the provisions of this Article. These provisions shall terminate on December 31, 2008.

Employees promoted to a higher position title shall be eligible for advancement on the salary progression schedule to the next applicable step on *July 1, of a contract year* provided the employee has at least one year of service with the Township as of *July 1, of that contract year* however, all employees shall be subject to the following procedures in order to be paid a step increase:

- A. The Township reserves the sole right to establish each new hire's salary at any level between the minimum and maximum salaries within the range for the employee's job category.
- B. Step increases shall be granted only to employees who qualify for step increases by virtue of their requisite one-year in service in step and whose performance is satisfactory as determined in accordance with the Township's evaluation process. An employee who is scheduled for a step increase on the next succeeding July 1 step progression date will be notified in his/her January evaluation by his/her department head if there are any performance deficiencies that could lead the department head to recommend that the employee not be advanced to the next step on the range.
- C. In accordance with the performance evaluation process, if, in the determination of the department head, an employee's performance is unsatisfactory, the employee shall be advised in writing in the January evaluation of his/her performance deficiencies and will be provided the written recommendation as how the employee may improve his or her performance. Upon receipt of such performance deficiencies, the employee shall be re-evaluated in the next succeeding April following the January evaluation. If the employee's performance subsequently improves and the employee receives a satisfactory evaluation in April, he/she will receive the scheduled step increase at the next July salary progression date.

- D. An employee who receives an unsatisfactory evaluation in his/her April evaluation (either because of failure to improve deficiencies noted in his/her January evaluation, or because of performance deficiencies that have developed since his/her January evaluation) will not receive any scheduled step increase as provided on the salary progression schedule.
- E. An employee who is not eligible to advance on the step progression schedule because of performance deficiencies may file a grievance concerning his/her own evaluation provided that any such grievance shall terminate at Step 3 (Township Manager's decision) and shall not be subject to arbitration. If an employee remains "frozen," however, in a step range after one (1) year because of a second unsatisfactory evaluation in the subsequent evaluation in January, he/she may file a second grievance concerning this subsequent evaluation and that grievance will be subject to grievance arbitration. The standard to be applied by the arbitrator in rendering a decision concerning the employee's grievance concerning his/her evaluation shall require that the burden be upon the employee to prove that the Township's evaluation was arbitrary and capricious. If the arbitrator sustains the grievance, the employee may be awarded a retroactive step increase back to July 1 of the preceding year in which the scheduled step increase was denied.
- F. The Township and union agree to establish a Joint Advisory Labor Management Committee to oversee the evaluation process. This Committee shall meet only on non-working time. It shall remain, however, the sole and exclusive authority of the Township to evaluate its employees. In order to be eligible for advancement on the salary progression schedules to the next applicable step, an employee must serve a minimum of one (1) year in his/her current step; provided, however, that an employee

promoted to a higher position title shall be eligible for advancement to the next applicable step on July 1, 2006 if the employee has at least one year with the Township as of July 1, 2006.

G. Promotions: After July 1, 2002:

Employees promoted to a position in a higher salary grade will receive a five percent (5%) increase or the minimum of the new grade, whichever is higher. Employees who receive a two-level promotion shall receive a five percent (5%) increase for each level or the minimum of the new grade, whichever is higher.

PERSONNEL FILES

- A. Upon request in writing, an employee shall have access to his own personnel file during working hours.
- B. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file.
- C. The Employee reserves the right to grieve any material in the file either in total or in part.

ARTICLE XI

SENIORITY

A. DEFINITION

- 1. Unit-wide seniority is defined as the length of time an employee has been continuously employed in any capacity in the Township of Sparta as so calculated by the effective date on Civil Service Certification.
- 2. Divisional Seniority shall be defined as the length of time an employee has worked continuously in a specific division within the Department.

3. Classification Seniority shall be defined as the length of time an employee has worked continuously in a specific job title within the Department

B. APPLICATION

Unit-wide Seniority shall apply towards provisional promotions, temporary job openings, whether promotional or lateral, and length and scheduling of vacations as herein defined.

C. SENIORITY LISTS

A copy of the seniority list shall be furnished by the Employer to the Local Union once a year. The seniority list shall show the names, job titles, and date of hire of all employees in the bargaining unit and shall be posted by the Union on all bulletin boards.

D. BREAKS IN CONTINUOUS SERVICE

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. If an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record. However, in the case of an employee returning to work after a discharge for just cause, past seniority shall be restored upon mutual agreement by the Employer and the Union.

E. POSTING

1. In order to keep employees within a department or organizational unit informed of positions in which they may be interested for the purposes of reassignment or promotion and to provide an opportunity to apply for existing or planned job vacancies, vacancies shall be posted upon their occurrence.

- a. The term "promotion" means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

- b. Notice of all vacancies shall be posted on all bulletin boards for a period of not less than ten (10) calendar days and shall state the job classifications,

rates of pay, the nature of the job requirements and whether such opening is of a permanent, provisional or temporary nature. Employees interested, including employees on layoff, shall make a written request through the Township Manager for such positions.

2. Such jobs shall be filled in the following manner:
 - a. Should such a promotion or vacancy be of a permanent nature, then the Employer shall fill such positions from amongst the appropriate New Jersey Department of Personnel Eligibility List. Candidates whose names appear on an established promotional list shall be offered such positions until the entire list is exhausted before any other considerations are made.
 - b. When making the selection from among the three (3) highest scores on the list, the Employer will make the selection in accordance with New Jersey Division of Personnel Regulations.
 - c. Should the Employer, upon the exhaustion of the established list and the absence of any other New Jersey Department of Personnel List, decide to fill the job by provisional appointment, then such openings shall be posted in accordance with the procedure set forth herein.
 - (1) Provisional promotion and/or vacancies shall be filled from among those employees who apply and meet the requirements of the job, except that if there is more than one (1) employee qualified to do the job, then such position shall be filled by the employee with the greatest seniority.
 - (2) Any employee selected in accordance with the above procedure shall undergo a trial period of no less than thirty (30) days, but no

more than ninety (90) days. If such employee does not meet the requirements or responsibilities of the position during the trial period, he shall be restored to his former position with no loss of seniority.

F. TEMPORARY JOB OPENINGS

1. When a job opening of at least one (1) week's duration occurs as a result of an employee being on vacation, illness or an authorized leave of absence, then the Employer shall fill such opening by promoting, assigning, or reassigning the employee with the greatest seniority qualified to do the work. Such temporary promotion shall be considered as training assignments to enable the employee to qualify for future permanent promotions. Such job openings shall be posted in accordance with the procedure set forth herein.
2. An employee assigned to a higher classification for more than one week's duration by the Director of Public Works shall be compensated for the performance of duties and responsibilities associated with the higher classification. The assignment of an employee to a higher classification must be for a time period that is a direct result of a higher classification having been vacated by an employee due to illness, vacation, leave of absence with or without pay, jury duty, military leave, or funeral leave. Such temporary job opening shall not be construed to include regularly assigned snow removal duties.
3. The employee assigned to a higher classification shall be compensated by having his existing base pay increased five (5) percent or to be paid at the minimum rate of pay for the higher classification, whichever is greater.

4. An employee who is assigned to a higher classification wherein the salary range for the position is equal shall not be entitled to a pay differential adjustment.
5. In no case will an employee be compensated for having been assigned to assist another employee working in a higher classification.
6. The Director of Public Works will reduce to writing the assignment of a higher classification to any Public Works employee and send a copy of such to the Township Manager stipulating the dates and amounts of days for such assignment. This will serve as authorization for payment of wages at the higher rate.

IN-TITLE

Employees applying for a transfer or reassignment within title shall be selected on the basis of seniority. Such job openings shall be posted in accordance with the procedure set forth herein.

- H. Positions so filled in accordance with the procedure set forth herein shall be posted by the Employer on the bulletin boards within two (2) work days of the selection, listing the names of the employees appointed or selected and shall remain posted for a period of at least ten (10) work days.

I. LAYOFFS

1. In the event the Employer plans to lay off employees for any reason, the Employer shall meet with the Union to review such anticipated layoff at least two (2) weeks prior to the date such action is to be taken.
2. When such action takes place, it shall be accomplished by laying off temporary and probationary employees first. Should it be necessary to further reduce the work force, regular employees shall be laid off in accordance with Department of

Personnel regulations pertaining to layoffs as set forth in New Jersey Administrative Code, Title 4.

J. RECALL

When the work force is increased after a layoff, employees will be recalled in accordance with Department of Personnel regulations pertaining to layoffs as set forth in New Jersey Administrative Code, Title 4.

ARTICLE XII

TRANSFERS

- A. Employees shall not be involuntarily transferred to other divisions or areas without prior discussion with the Union.
- B. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), or the installation of new equipment, machinery, or the curtailment or replacement of existing facilities, or the development of new facilities, shall be permitted to exercise, prior to the hiring of a new employee, their unit-wide seniority rights to transfer to any vacant jobs in the service of the Employer. An employee thus exercising his rights shall be given any reasonable training needed to perform the job. Where no employee with the requisite seniority desires to transfer, the Employer agrees to train any other employee desiring such transfer to fill the vacancy.

HOURS OF WORK AND OVERTIME POLICY AGREEMENTS

A. WORK WEEK

The regular workweek for employees in the Division of Roads shall consist of five (5) consecutive days (Monday through Friday). Alternate schedules for employees of the

Water and Sewer Divisions shall be as established by the Director of Public Works and approved by the Township Manager.

WORK DAY

B. The workday shall consist of eight (8) work hours with one-half (1/2) hour lunch.

C. WORK SCHEDULE

1. Work schedules showing the employee's shift, workday, and hours shall be made available to the Union upon request.
2. Departmental work schedule changes shall only be made with prior discussion between the affected employee, the Union, and the Employer, and shall be posted for one (1) week.
3. An employee assigned to a position of higher pay shall be paid for all hours worked in the position of higher pay.

D. REST PERIODS

1. All employees shall be entitled to two (2) ten (10) minute rest periods for each full shift. An employee who works a half (1/2) shift shall be entitled to one (1) ten (10) minute rest period in each working day. Effective January 1, 2003 rest periods will be fifteen (15) minutes each.
2. Employees required to work beyond their regular quitting time shall receive an additional ten (10) minute rest period for each one-half (1/2) shift. Effective January 1, 2003 rest periods will be fifteen (15) minutes each.

E. REPORTING TIME

1. Any employee who presents himself for work as scheduled shall be assigned work on the job for which he was scheduled to report. Under no circumstances shall an

employee be sent home during his regularly scheduled shift for the purpose of recalling such employee to work another shift.

2. If the employee works five (5) hours or more during a workday and he is excused from duty, he shall be paid for the entire day

. F. CALL TIME

1. An employee called for emergency duty in addition to or outside his regularly scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1 1/2).
2. When an employee is called for emergency duty, he shall be required to report for work within one (1) hour of the time of notification.
3. On such days that any employee is called for emergency duty and works four (4) or more continuous hours, he shall be granted a meal allowance of up to eleven (\$11.00) dollars if a receipt is provided. If no receipt is provided, payment shall be five dollars (\$5.00) per meal. The regularly scheduled lunch period will not be considered as an interruption of continuous hours worked. Effective 1/1/03 \$12.00 and \$6.00. Effective 1/1/04 \$13.00 and \$7.00. *Effective 7/1/05 \$13.00 and \$8.00.*

G. OVERTIME

1. Employees covered by this Agreement shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of either their regularly scheduled work week or their regularly scheduled work day, except as provided in B and C. Employees of the Water Division that are scheduled to perform the routine inspections of the water system on Saturdays, Sundays, and holidays shall be paid

for a minimum of six (6) hours or the actual number of hours worked, with proper documentation, in excess of six (6) hours.

2. An employee not regularly scheduled to work on a Sunday shall be paid double (2) time the employee's hourly rate of pay for all hours worked.
3. An employee required to work on any legal holiday, for which he would ordinarily be off, shall be paid at the rate of two (2) times his hourly rate for all hours worked in addition to his holiday pay or shall have the option of receiving one additional vacation day for each holiday worked and receive straight time rate for regularly scheduled hours and double time thereafter.
4. Assignment of Overtime--The option to work overtime shall be given on a rotating basis in order of seniority amongst those employees able to perform the work. Overtime shall be voluntary. Should no employees volunteer, then the Employer shall assign overtime in inverse order of seniority to those employees able to perform the work within classification.

H. STANDBY TIME

An employee who is required to be available for call and thereby placed on standby upon the Employer's request, shall receive two (2) hours at straight time rate and shall, if called in, be paid time and one-half (1 1/2) for all hours worked, less the standby time of two (2) hours.

- I. For the purpose of computing overtime, the following paid absences shall be considered as time worked:

Holidays	Personal Days
Bereavement Days	Vacation Days
Sick Days	Jury Duty

All overtime worked shall be paid for promptly, no later than in the next regular payroll check.

ARTICLE XIV

HOLIDAYS

A. The following days shall be recognized and observed as paid holidays.

New Year's Day	Martin Luther King's Birthday
Washington's Birthday	Good Friday
Memorial Day	Fourth of July
Labor Day	Veteran's Day
Thanksgiving	Day after Thanksgiving
1/2 Day for Christmas Eve	Christmas Day
1/2 Day for New Year's Eve	

B. In addition, each employee will be entitled to receive one (1) floating holiday per year. Employee must give 24 hours notice prior to using a floating holiday, granting of the holiday is contingent upon approval of the Director.

C. If a paid holiday falls on a Saturday, the preceding Friday shall be considered the holiday. If the paid holiday falls on a Sunday, the following Monday shall be considered the holiday.

D. If an employee is regularly scheduled to work on any of the above holidays, he shall be entitled to double (2) time in addition to his regular holiday pay.

E. In addition to the above holidays, employees will be granted three (3) personal leave days. Employees shall provide the Employer with twenty-four (24) hours' notice prior to taking personal leave.

ARTICLE XV

VACATION

- A. All employees in the bargaining unit shall be entitled to paid vacations in accordance with the following schedule:
1. Up to one (1) year of service, one (1) work day for each month or part thereof.
 2. One (1) through five (5) years of service, twelve (12) workdays' vacation during each year of service
 3. Six (6) through fifteen (15) years of service, fifteen (15) work days' vacation during each year of service.
 4. Fifteen (15) plus years of service, twenty (20) work days' vacation during each year of service.
 5. Twenty-one (21) plus years of service, twenty-one (21) days' vacation during each year of service.
- B. Earned vacation leave shall be taken annually, any time between January 1 and December 31 upon notification of an employee at least two (2) weeks prior to the start of said vacation.
- C. In the event of conflict over a vacation period, the choice of vacation shall be granted on the basis of seniority, except in the event of failure of an employee to give prior notification.
- D. If a holiday occurs during the calendar week in which an employee is on vacation, his vacation shall be extended by one (1) day, or he shall be given an additional day's pay or another day off.
- E. An employee who is laid off, retired, or separated or terminated by the Employer for any reason shall be paid for unused vacation accumulated at the time of separation.

- F. If allotted vacation time for an employee is exhausted before the end of a calendar year, and said employee is terminated/resigns/or otherwise leaves the employment of the Township, said vacation time which is "unearned" shall be "paid back" to the Township at the prevailing hourly rate by affected employee. Said "pay-back" will be deducted from the affected employee's last paycheck.
1. Vacation days are accrued by taking total vacation days allotted in a full calendar year and dividing by twelve (12). This is a by month figure which will be used when such instances arise to "pay back" vacation time.
- G. Employees shall be granted vacation in blocks not to exceed two (2) weeks. Employees desiring to take vacation leave in single day or days, schedules permitting, shall, upon request to the Township Manager at least forty-eight (48) hours in advance, be permitted to take said vacation day or days. Vacation in excess of two (2) consecutive weeks may be granted under special circumstances if approved by the Township Manager.
- H. Employees who because of the pressure of work or special circumstances are unable to use their accrued vacation may carry said vacation into the following year.
- I. All vacation days are to be in accordance with New Jersey Department of Personnel Rules and Regulations.
- J. Employees shall receive full vacation pay in pay preceding said vacation if employee has given four (4) weeks' written notice prior to said vacation.
- K. New Jersey Division of Personnel Rules and Regulations shall govern when employees are unable to use their full-accrued vacation because of the Employer's inability or refusal to grant such vacation.

- L. In a case where the Township judges that an employee is to be terminated for just cause, the effected employee will be paid in full all monies due him/her from the Township at the time of termination.

ARTICLE XVI

SICK LEAVE

- A. Employees shall be eligible for paid sick leave after ninety (90) days' service with the Employer, retroactive to their date of hire.
- B. Sick leave shall be earned at the rate of one and one-quarter (1 1/4) days for each calendar month of service, not to exceed fifteen (15) working days per year. So long as an employee has sick time in his/her accumulated sick time bank, the 15 days will be available for use as of January first of that year. In such case as all accumulated time has been used the Township may require the employee to earn the sick time at 1 1/4 days per month.
- C. Accumulation. Sick leave shall be accumulated in accordance with New Jersey Department of Personnel rules and regulations.
- D. Employees shall be entitled to utilize accumulated sick leave:
 - 1. When, through sickness or injury, the employee becomes incapacitated to a degree that it makes it impossible for the employee to perform the duties of the position.
 - 2. Where the exposure to contagious diseases endangers the health of other employees.
 - 3. Where a member of the immediate family is critically ill or disabled which requires the personal attendance of the employee to ensure care for the member of the immediate family, but not to exceed thirty (30) days.

4. For medical or dental examination or treatment for which arrangements cannot be made outside of working hours.
- E. Sick leave with pay which is in excess of sick leave accumulated or which is advanced to an employee prior to accrual, may be granted with the approval of the Township Manager. If an employee has been paid more sick leaves than he has earned or accrued at the time of separation or discharge, those days over and above his proper accrual may be deducted from his final paycheck.
 - F. If an employee is absent for reasons that entitle 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 for the use of sick leave for that absence and constitutes cause for disciplinary action.
 2. Absence without notice for five (5) consecutive days shall constitute a resignation.
 - G. 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.
 - H. An employee who shall be absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.
 - I. The Township may require proof of illness of an employee for sick leave if it occurs upon a day following a holiday or the day after the employee worked an over-time shift or whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

- J. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- K. 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 normal duties and that his return will not jeopardize the health of other employees.
- L. Upon retirement with benefits from the State Pension System or death, the employee or his beneficiary shall receive compensation for unused, accumulated sick leave based upon the following schedule:
1. One to ten (1-10) years--none.
 2. Ten to fifteen (10-15) years of full-time employment with the Township shall entitle the employee to twenty-five (25%) percent of unused accumulated sick leave.
 3. Over fifteen (15) years of full-time employment with the Township shall entitle the employee to fifty (50%) percent of unused accumulated sick leave.
 4. Over twenty-five (25) years of full-time employment with the Township shall entitle the employee to seventy-five (75%) percent of unused accumulated sick leave with a maximum number of days that can be sold back of 125 days.
- M. Effective January 1, 1999: On January 1st of the year following completion of ten year's service with the Department of Public Works, an employee will have the option of selling back up to fifteen (15) sick days per year, providing the employee has at least one hundred (100) days accrued. Sick day buy-back pay may be incorporated into an employee's base pay upon written request by the employee. At no time will the amount of

days sold back deplete the sick day bank to less than one hundred (100) days. The total amount of sick days sold back during an employee's career will not exceed 125 days. Sick time sell back prior to and at retirement will be computed as per paragraph L. of this section. Sick time sell back will be based on total days accrued during employee's career with the Township. See examples below:

	<u>Days Accrued</u>	<u>Days Used</u>	<u>Days Sold Prior</u>	<u>Days Sold At Ret.</u>
Example 1	180	10	30	12.5
	Formula: $180 - 10 = 170 \times 25\% = 42.5 - 30 = 12.5$			
Example 2	325	100	105	7.5
	Formula: $325 - 100 = 225 \times 50\% = 112.5 - 105 = 7.5$			

Unless an employee uses all of his or her sick time, all days sold back prior to retirement will be considered accrued time until the last year of employment when it will be subtracted from the total.

Example: An employee falls ill and has 150 sick days accrued, but has sold back 50 and will be out for 125 days. Then the employee will only have 100 sick days before going into extended sick leave (Article XVIII, Paragraph B.)

ARTICLE XVII

PAID LEAVES OF ABSENCE

A. FUNERAL LEAVE

In the event of death of the employee's father, mother, sister, brother, spouse, lifepartner child, mother-in-law or father-in-law, Step parents, step children, the employee shall be

entitled to five (5) calendar days of leave with pay from day of death; and, for out-of-state leave requiring travel of over 200 miles, two (2) extra days with pay shall be allowed with the approval of the Township Manager, which shall not be unreasonably withheld. In the case of death in the immediate family, reasonable proof shall be required that employee must be absent to attend to the affairs of the funeral. In the event of death of the employee's grandparent, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, the employee will be excused on the date of burial/cremation without charge to leave or loss of pay.

B. JURY DUTY

When an employee is required to serve jury duty, he shall be paid his regular rate of pay upon presentation of proper evidence of jury service and shall not be required to turn in jury pay to the Township.

C. UNION LEAVE

Members of the Union who are elected to attend any State and/or International Union convention shall be permitted the necessary time off without loss of time or pay. Such paid time off shall be granted to one (1) elected member for each fifty (50) employees within the bargaining unit.

D. NEW JERSEY DEPARTMENT OF PERSONNEL EXAMINATIONS

Employees shall be allowed to take time off with pay to take open competitive and promotional examinations set up by the New Jersey Department of Personnel.

E. WORKER'S COMPENSATION

1. The Employer shall provide Worker's Compensation under the laws of the State of New Jersey for all employees covered by this Agreement.
2. Employees who are unable to perform their duties because of injuries received in the service of the Employer and who receive Worker's Compensation benefits, shall receive a sum from the Employer equal to the difference between their net wages and their compensation benefits for a period not to exceed one (1) year. Such sum shall not be deducted from sick leave credit or accrued vacation leave.
3. Employees who become physically incapacitated to any degree due to a job-related injury shall be afforded every opportunity to be assigned work, which they are able to perform.

F. MILITARY LEAVE

An employee who is a member of the Reserve Force of the United States or of this State and who is ordered to attend a training program or is called to duty, shall be granted a leave of absence with no loss of time or pay, not to exceed thirty (30) days.

ARTICLE XVIII

UNPAID LEAVES OF ABSENCE

A. MILITARY LEAVE

Military leave to be granted as provided by federal law.

B. EXTENDED SICK LEAVE

Extended sick leave without pay may be granted to permanent employees for a period not to exceed one (1) year, such leave to be extended, upon request and with the approval of the Township Manager. That approval shall not be unreasonably withheld.

C. OTHER LEAVES OF ABSENCE

Leaves of absence for a limited period not to exceed one (1) month may be granted to permanent employees for any reasonable purpose, and may be renewed or extended, by written request, up to twelve (12) months with the approval of the Manager.

ARTICLE XIX

HIRING

The employee shall not utilize federal or state programs to fill jobs or replace employees on the regular payroll.

ARTICLE XX

GENERAL PROVISIONS

A. PROTECTIVE CLOTHING, SAFETY EQUIPMENT AND TOOLS

1. The Employer shall provide all tools necessary to perform the tasks assigned. No employee will be required to use his own tools, *except mechanics. Mechanics will be allowed a \$300 per year reimbursement for tool purchases. Reimbursement will be processed upon receipt and approval of proof of purchase once per year.*
2. The Employer agrees to furnish the employees with summer and winter uniforms, all weather coats, boots, gloves, safety vests, and hard hats at the Employer's expense. Effective January 1, 2003 the Township shall provide one (1) lump sum payment of \$220.00 per year for safety shoes. The lump sum payment will be made each July.
3. If any equipment, tools, etc., break during their normal use, the employee shall bear no responsibility for said breakage. If said breakage is due to gross negligence, it shall be handled through the grievance procedure.

B. JOINT SAFETY COMMITTEE

The Employer and union shall establish safety representatives. Both representatives shall serve on the Township accident review committee.

1. *Provide feed back to the Union as to accident analysis.*
2. *The Township risk manager shall provide a copy of the annual site inspection report to the Union. The Employer shall inform the Union how it will correct any difficiencies.*
3. Promote safety for workers and participate in making the safety program known to all workers.
4. Conduct meetings during working hours without loss of pay for this purpose.
5. No employee shall be required to perform work that endangers his or another employee's health or safety or work under conditions which are in violation of any local, state or federal safety laws.

C. INSURANCE AND MEDICAL PROGRAM

1. The Township shall provide prescription drug coverage and hospitalization and major medical coverage under the plan known as "The Select Plan" currently offered through The North Jersey Municipal Employee Benefits Fund. The Plan will duplicate all covered charges including limitations and exclusions in an amount equal to or greater than that in force on December 31, 1992 on a non-contributory basis for all employees hired prior to January 1, 1995. In addition, during insurance open enrollment periods, employees may select, if they so choose, any other plan being offered by the Township during said open enrollment period. This plan covers all permanent employees and their eligible dependents.

- a. Effective January 1, 2001, the co-pay provisions will increase to \$4.00 each prescription for generic drugs and \$8.00 each prescription for brand name drugs. In each of these years there shall be a maximum payment limit of \$50 per employee and his family. *Effective January 1, 2007 the co-pay provisions for prescription coverage will increase to \$5 each for generic drugs and \$15 each for for brand name drugs. Also effective January 1, 2007 the maximum payment limit shall increase to \$100 per employee and family.* Any payments during the year in excess of \$50 (*\$100 effective 1/1/07*) shall be reimbursed to the employee by the Township upon submission of proper documentation. Retired employees shall be able to submit for reimbursement by mail.
 - b. Upon proof of amount paid exceeding the \$50 (*\$100 effective 1/1/07*) annual maximum, the employee will immediately be reimbursed out of a petty cash fund during regular Township business hours. There will be no requirement to submit a voucher unless the amount to be reimbursed is in excess of \$16.00. The employee may conceal the name of the medication on the receipt from the Township.
2. *Effective July 1, 2005 all eligible employees shall be eligible to be enrolled in the Township health benefits program no later than the third month following his/her appointment date. All employees shall be provided hospitalization and major medical coverage as outlined above at no expense. Coverage for prescription drugs and dental shall be provided with the stipulation that the employee must pay ten (10%) percent of the annual cost of the coverage. Dependent coverage for hospitalization, major medical, prescription drugs and dental shall be available provided that the employee must pay 10% of the annual cost of this coverage.*

Effective January 1 2005 medical deductibles are \$100 for individuals and \$200 for family. Effective January 1, 2006 this provision increases to \$200/\$400.

3. Higher reimbursement through in-network providers, Wellness/Preventive care and cost containment services (utilization management) have been added to the Benefit Program.
4. During the life of this agreement, the employee also agrees to request, whenever possible, that generic drugs be prescribed when prescription drugs are being ordered.
5. The Township shall provide a prepaid dental care program with the following benefit structure:

	<u>Plan Pays</u>
Preventive & Diagnostic	75/25
Remaining Basic	75/25
Prosthodontic Service	50/50
Orthodontic Service	100%

6. The Township shall provide a group life insurance policy on a non-contributory basis for each full-time employee as follows:

Up to and including age 64	\$25,000
Age 65 up to and including age 69	\$16,250
Age 70 up to and including age 74	\$12,500
Age 75 and older	\$ 6,250

7. The Township shall provide reimbursement for each employee, upon proper verification, of up to \$290 each year for eye examinations and/or the purchase of prescription eye examinations and/or the purchase of prescription eyeglasses. The Township shall also provide up to \$240 each year for reimbursement of eye examination and/or purchase of prescription eye glasses for the employee's spouse and each unmarried child who is less than 19 years old or is 19 years old but less than 23 years old, enrolled in school as a full-time student, and primarily supported by the employee. Eye examinations must be performed and eyeglasses must be purchased from duly licensed professionals in the field.
8. If in the future, drivers are required to obtain an annual physical to qualify for their Commercial Drivers License (CDL), the Township will, at the Township's option, either provide the services of a physician for said examinations or pay for said examinations if they are not covered under the provisions of the Township's health insurance policy.
9. The Township shall provide insurance to employees who retire with at least twenty-five years of continuous, full-time service in accordance with the following provisions: Requirements for employees to pay a ten (10%) percent copay toward medical coverage shall cease upon retirement.
 - a. Enrollment in a health benefits program as outlined in Paragraph 1 shall be continued on a non-contributory family basis. Retirees who are eligible for Medicare (Parts A&B) must file and certify said coverage to the Township. Upon said eligibility, the Township will supply Medicare supplemental coverage. Upon death of the employee, family coverage

shall be continued until the death of his spouse, remarriage, or until receipt of other coverage is obtained.

- b. If an employee who has retired obtains health insurance coverage from another Employer or source, it shall be his obligation, within one (1) month, to so notify the Township in which case the Township's obligation to provide the benefits shall cease.

ARTICLE XXI

A. LABOR-MANAGEMENT COMMITTEES

1. To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, joint labor-management committees shall be established at the departmental levels of operations to discuss important matters of mutual interest. The size of the committees shall be limited to the number of representatives needed to accomplish their objectives. Committee size shall be determined by mutually agreed upon local arrangements.
2. Such committees will meet as necessary, but at least quarterly. Written agenda will be submitted a week in advance of regular meetings. Special meetings may be requested by either party. An agenda will be submitted along with the request. Such special meetings will be scheduled as soon as possible.
3. Approved time spent in such meetings shall neither be charged to leave credits nor considered as overtime worked. Management shall make every effort to schedule meetings during reasonable hours without loss of pay.
4. Labor-management committees shall be conducted in good faith. These committees shall have no power to contravene any provisions of this Agreement. Matters may be referred to and from the facility and departmental levels as

necessary. The Parties may issue joint meeting minutes and letters of understanding. Disagreements growing out of the implementation of memorandum of letters of understanding signed by the Township Manager may be subject to grievance procedure.

5. Staff representation of Council 52 will render assistance to local joint committees in procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings.

B. WORK RULES

1. Proposed new rules or modifications of existing rules shall first be discussed with the Union representatives before they are established.
2. Supervisors shall not work overtime where non-supervisory employees are available, except in case of emergency or the inability of the employee to work overtime or the Employer is unable to contact employees.

ARTICLE XXII

WAGES AND SALARIES

A. Salary Guide

Effective January 1, 2002 each union title will have a minimum and maximum range. Employees not at the maximum of the range will progress one step each year on July 1. Step movement is contingent upon a satisfactory evaluation as set forth in Article X. The salary guide is attached as Exhibit A.

- B. Any employee who is promoted or reclassified to a higher title with a higher salary range shall have his salary adjusted so that it provides an increase of at least 5% over the employee's present rate of pay, or he shall receive the minimum rate for the new title, whichever is greater.

C. Effective January 1, 2005, all employees will receive a cost of living increase of 4% and will also be eligible for a step increase on July 1 based upon job performance and evaluation by the Director of Public Works.

Effective January 1, 2006, eligible employees shall receive a cost of living increase of 4% and will also be eligible to receive a step increase July 1 based upon job performance and evaluation by the Director of Public Works.

Effective January 1, 2007, eligible employees shall receive a cost of living increase of 3.75% and will also be eligible to receive a step increase July 1 based upon job performance and evaluation by the Director of Public Works.

Effective January 1, 2008, eligible employees shall receive a cost of living increase of 3.75% and will also be eligible to receive a step increase July 1 based upon job performance and evaluation by the Director of Public Works.

D. Heavy Maintenance Welding: An employee qualified to do heavy welding maintenance will be paid a ten (10) percent differential in hourly rate of pay provided that the welding assignment exceeds four (4) hours' duration within the regular eight (8) hour day. In the event the heavy welding assignment takes less than four (4) hours to complete, no hourly rate of pay differential will be paid. Heavy welding maintenance assignments will be scheduled by the Director of Public Works. Only qualified employees will be assigned on a rotating schedule. A separate logbook shall be maintained to record all such hours of work. Any falsification of records shall be cause for immediate termination.

ARTICLE XXIII

FULL WORK CREWS

A. Seasonal employees shall be hired only to supplement the regular work force in seasonal peak periods or emergencies. No seasonal employee shall fill any established position,

nor shall they be hired on a temporary basis to fill higher than entrance level positions, except when permanent employees in such entrance level positions are not available to fill such positions on temporary reassignment.

- B. Seasonal employees shall not receive a higher rate of pay than probationary employees within the same classification.
- C. Any temporary employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from his original date of hire as a temporary employee.
- D. Disabled Employees. The Employer shall make every effort to place employees, who, through physical-sensitivity or otherwise, have become partially disabled on their present jobs, on work which they are able to perform.
- E. Supervisory Employees. The Director of Public Works and other supervisory employees shall not engage in work belonging or assigned to other employees in the bargaining unit, except in cases where an emergency exists and no qualified person is available.
- F. Personal Damages. The Employer shall replace or reimburse employees for any damages incurred to his personal property such as clothing and eye glasses, which was brought about as a result of an accident while he was carrying out the duties of his job, provided, that the Township shall not be responsible for damages that are the result of negligence by the employee.

ARTICLE XXIV

STRIKES AND LOCKOUTS

- A. Lockouts. No lockouts of employees shall be instituted by the Employer during the term of this Agreement.
- B. Strikes. No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE XXV

SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXVI

MAINTENANCE OF BENEFITS

Any benefit presently in effect for employees covered by this Agreement will be retained in force as if such benefit has been abridged by this Agreement where it has been otherwise mutually agreed between the Union and the Employer and/or negotiated in future Agreements between the Union and Employer.

ARTICLE XXVII

FULLY BARGAINED PROVISION

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 within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVIII

TERMINATION

This Agreement shall be effective as of *January 1, 2005 through December 31, 2008* and shall be automatically renewed from year-to-year thereafter, unless either party should notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement the _____ day of *August*, 2005.

WITNESSETH:

TOWNSHIP OF SPARTA

Henry M. Underhill
Township Manager

WITNESSETH:

COUNCIL 52, LOCAL 2294
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO

Mervis Scott

Council 52 Representative
