

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF PISCATAWAY

AND

TOWNSHIP OF PISCATAWAY PROFESSIONAL, TECHNICAL AND CLERICAL EMPLOYEES

A.F.S.C.M.E. LOCAL 3274

FOR THE PERIOD
1 JANUARY 1998 THROUGH 30 JUNE 2002

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ARTICLE I: AGREEMENT AND RECOGNITION

This Agreement, entered into this 29th day of August 2000 between the Township of Piscataway (hereinafter referred to as the "Township") and the Township of Piscataway Professional, Technical and Clerical Employees, AFSCME Local # 3274 (hereinafter referred to as the "Union").

The Township recognizes the Union as the sole and exclusive bargaining agent for professional and nonprofessional white collar employees of the Township in titles listed on the attached Exhibit A, excluding professional employees, managerial executives, supervisors, confidential employees, police officers, craft, firefighters within the meaning of the Act, blue collar non-supervisory Public Works employees and supervisors in Public Works.

The Township and the Union may include new and/or additional classifications or deleted current job classifications upon mutual agreement. The new and/or additional classifications which have been mutually agreed upon shall have all rights and benefits of this Agreement.

Benefits shall only be provided to part-time employees as specifically and explicitly provided in this Agreement.

ARTICLE II: DUES CHECKOFF

Section A.

The Township agrees to deduct dues for the union from the wages of a permanent employee who is a member of the union and whose position is covered by this agreement in accordance with N.J.S.A. 52:14-15.9E, as amended, provided that at the time of such deduction there is in possession of the Township a current "checkoff authorization" form, individually and voluntarily executed by the employee said "checkoff authorization" form to be provided by the union. The union shall be responsible for securing the signatures of its members on side forms and delivering same to the Township. The Township will deduct these amounts in equal installment.

Section B.

Representation Fee (Agency shop)

1. Subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative during the term of this agreement. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the union that more than 50 % of the eligible employees in the negotiating unit are dues paying members of the union. Should the number of dues paying members fall to 50% or less, it will be incumbent on the union to renegotiate this provision.

In each year of the contract on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If the agency fee is discontinued, an assessment shall be made on each quarterly date; i.e., January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded the agency fee plan shall be reinstated, with proper notice to affected employees.

2. Amount of fee

Prior to the beginning of each contract years, the union will notify the Township in writing of the amount of regular membership dues, initiation fees and assessment charged by the union to its own members for that contract years, and the amount of the representation fee for the contract year. Any changes in representation fee structure during the contract year shall be in accordance with B.1. above

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85 % of the regular membership dues, fees and assessments.

3. Deduction and transmission of fee

After verification by the Township that an employee must pay the representation fee, the Township will deduct the fee for all eligible employees in accordance with this article.

The mechanics of the deduction of representation fees and the transmission of such fees to the union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the union.

The Township shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status. The Township shall deduct the representation fee from a new permanent employee as soon as possible after thirty (30) days from the beginning date of employment in a position in the unit as a permanent employee.

4. Demand and return system

The representation fee in lieu of dues only shall be available to the union if the procedures hereafter are maintained by the union. The burden of proof under this system is on the union.

The union shall return any portion of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative. The employee shall be entitled to a review of the amount of the representation fee by requesting the union to substantiate the amount charged for the representation fee.

This review shall be in conformance with internal steps and procedures established by the union. The union shall submit a copy of the union review system to the Township Administrator. The deduction of the representation fee shall be available only if the union establishes and maintains this review system.

An employee who is dissatisfied with the union's decision may appeal to the Public Employment Relations Commission Appeal Board.

5. Township held harmless

The union hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from an agreement to deduct made by the Township in accordance with this provision. Neither the Township nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the union from an excluded position or another unit. The term-excluded position shall include but not be limited to confidential, managerial and exempted position.

If violations of any type occur regarding representation fee deduction, and they are brought to the attention of the Township, the Township shall review the matter and solve the problem on a prospective basis.

6. Legal requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

Section C.

All sums deducted by the Township shall be remitted to the treasurer, AFSCME Council 73, not later than the 15th day of the calendar month subsequent to the month in which such deductions are made, together with a list of individuals for whom deductions have been made.

Section D.

If during the life of this agreement there shall be any change in the rate of membership dues, the union shall notify the Township by certified letter of any changes in union dues at least thirty (30) calendar days in advance of the effective date.

Section E.

The union shall indemnify and hold the Township harmless against any and all claims, demands, suits, or other forms of liability, including reasonable attorney's fees, that shall arise out of or by reason of action taken or not taken by the Township for purpose of complying with any of the provisions of this Article.

ARTICLE III: MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section A.

Except as expressly modified or restricted by a specific provision of this agreement, the Township retains and reserves unto itself, at its sole and exclusive discretion and judgment, all statutory and inherent powers, rights, authority, prerogative, duties and responsibilities conferred upon or vested in it prior to the signing of this agreement, or which may hereafter be conferred upon and vested in it by the Laws and Constitution of the State of Jersey and of the United States. These include, but are not limited to, the right to:

- a. Management and administrative control of the operation of the Township and its properties and facilities and the activities of its employees;
- b. Hire all employees and to determine their qualification and fitness for continued employment or assignment and to promote and transfer employees;
- c. Take disciplinary action for cause such as but not limited to suspension, demotion and discharge
- d. Determine the methods, means and personnel by which Township operation are conducted;
- e. Determine the content of job qualifications and duties;
- f. Take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.

Section B.

The management and direction of the workforce shall be at the sole discretion and the sole responsibility of the Township, and except as otherwise provided herein, the Township retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the workforce; to subcontract; plan, direct and control the entire operation of the workforce; discontinue, consolidate or reorganize any department or division, move any or all operations to any location or discontinue the same in whole or in part; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees or transfers in the workforce, or requires the assignment of additional duties to the employees in the workforce, or cause the elimination or addition of titles of jobs; determine the amount and frequency of overtime to be worked and relieve employees duty; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Township prior to the execution of this agreement, except as limited herein.

Section C.

All rights, powers, discretion, authority and prerogative possessed by the Township prior to the execution of the agreement, whether exercised or not, are retained by and are to remain exclusively with Township.

Section D.

That notwithstanding anything contained in any of the above sections 'A' through 'C', it is expressly agreed and understood that any and all practices that may have developed over the years are preserved and deemed to continue.

ARTICLE IV: UNION PRIVILEGES

The Union shall be allowed to conduct normal business meetings on Township property, provided that space is available and requests are made at least one (1) week in advance. Employees may attend such meetings only during off duty hours.

Any officer, shop steward, or duly elected delegate of the local Union may take a leave of absence, with no interruption of pay or benefits, to attend the International convention Council I and 73 Conventions and other workshops and seminars. The aggregate number of days available for such leave for the bargaining unit shall not exceed four (4) for each year.

Bulletin boards shall be made available by the Township in each building at reasonably convenient locations. These bulletin boards may be utilized by the Union for the purpose of posting non-controversial Union announcements and other similar information.

ARTICLE V: GRIEVANCE PROCEDURES

Section A. Purpose

1. 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.

2. Nothing contained herein shall be construed as limiting the right of any employee to discuss a matter informally with any appropriate member of his departmental supervisory staff, at a mutually convenient time, provided there is no undue interference with departmental operations.

3. Disputes concerning terms and conditions of employment governed by state or federal statute or state or federal administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not proceed beyond Step 2.

Section B. Definitions

1. A grievance is defined as any dispute, controversy, or issue involving the interpretation, application or violation (alleged or otherwise) of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinance and/or statute which actually affects working conditions.

2. A "grievant" is defined as any bargaining unit employee or party to this agreement who has a grievance as defined herein. The Union may file a grievance on behalf of two or more employees if the grievance involves common issues of fact and law.

3. A "written grievance" shall comply with the following criteria:

- (a). It shall set forth the name of the employee(s) and/or party alleged to be aggrieved.
- (b). It shall set forth the date of the occurrence or event giving rise to the grievance.
- (c). It shall set forth a concise statement of the facts giving rise to the grievance.
- (d). It shall state the specific section of the agreement, policy or administrative decision, which forms the basis of the grievance.
- (e). It shall set forth the specific relief requested.

SECTION C. If informal attempts to resolve the grievance have failed, then the following steps shall be taken to resolve the grievance:

STEP 1: The employee or shop steward, either alone or accompanied by a local Union representative, shall present the written grievance to his or her supervisor within five (5) working days following the date that the grievance occurred or within five (5) working days of the date

that the employee knew or should have known of its occurrence. The written grievance shall specify the nature of the grievance and the specific contractual provision allegedly violated. The supervisor shall make every effort to either resolve the grievance in a mutually satisfactory manner within five (5) working days of its submission, or shall, within five (5) working days, advise the employee in writing of the failure to do so.

STEP 2: If the grievance is not resolved at Step 1, or if no answer is received from the appropriate official within the time limit, then the grievance shall be submitted in writing, within five (5) working days, to the employee's department head. The written grievance shall specify the nature of the grievance and the specific contractual provision allegedly violated. The department head shall make every effort to either resolve the grievance in a mutually satisfactory manner at a meeting with the grievant and the shop steward and/or the Union President within five (5) working days of the submission, or shall, within five (5) working days, advise the employee in writing of the failure to do so.

STEP 3: If the grievance is not resolved at Step 2, or if no answer is received from the department head within the time limit, then the grievance shall be submitted in writing, within five (5) working days, to the Mayor or his/her designee, who shall arrange a hearing on the grievance at a mutually agreeable time and place not later than ten (10) working days after the receipt of the written grievance. The grievant and the shop steward and/or Union president shall be allowed to be present at this hearing. The Mayor or designee shall make every effort to resolve the grievance and shall present a written response to the employee with a copy to the Union within five (5) working days of the hearing.

STEP 4: If the grievance is not solved at Step 3, or if no hearing was set or no answer received within the time limit, the grievance may be submitted in writing within five (5) working days to the Personnel Committee of the Township Council. That Committee will schedule a hearing date within three weeks following receipt of the grievance; at that hearing, the employee may be represented by the shop steward and/or the Union president and/or the AFSCME Council representative. The Personnel committee shall render a written report of its decision within ten (10) working days of the hearing.

STEP 5: If the grievance is not resolved at Step 4, or if no hearing was set or no answer was received within the time limit, the grievance may be submitted to PERC for disposition according to the rules and regulations thereof. If the grievance is not earlier resolved, the parties shall select a mutually acceptable arbitrator in accordance with PERC rules. The arbitrator shall thereafter conduct a hearing at a mutually satisfactory time and place, preferably within thirty calendar days after filing for arbitration.

The decision of the arbitrator shall be rendered within 30 calendar days unless otherwise extended by the parties and shall be final and binding on the parties. The expenses and fees if the arbitrator shall be shared equally by the Township and the Union.

(a). The arbitrator's function is to interpret the provisions of the Agreement and to decide cases of alleged violation of such provisions. If, in the arbitrator's opinion, he or she has no power to rule on the issue submitted, the arbitrator shall refer the issue to the parties without decision.

(b). No grievance settlement reached under the terms of the Agreement shall add to, subtract from, or modify the terms of the Agreement.

Section D.

Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to a waiver.

An aggrieved employee may participate in all steps of the grievance procedure without loss of regular pay, but shall not be eligible for any premium-rate pay if adjustment of the grievance requires his presence outside normal working hours. The shop steward may participate in Steps 1 through 5 under the same conditions.

Section E.

1. Time limits may be extended by the mutual consent of the parties in writing.

2. Failure of the Township to respond to a grievance within the time limit shall be deemed a denial of the grievance. The Township shall make every reasonable effort to respond to a grievance.

3. Failure of the union to proceed to the next step within the time limit shall be deemed abandonment of the grievance and the decision of the Township shall be deemed the final and binding resolution of the grievance.

Section F. Time limits provided for in this grievance procedure shall be considered mandatory and may only be extended by an instrument in writing signed by both parties.

Section G. The aggrieved employee and one designated employee representative shall be allowed time off without loss of pay as may be required for appearance at any hearing, if the grievance is scheduled during work hours, but in no event shall the employees and/or employee representatives at any such grievance hearing be entitled either to overtime pay or other benefits based upon attendance at the grievance hearing.

Section H. Where the employee or the Union requests employee witnesses, permission for a reasonable number of witnesses required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance as required if during the normal scheduled working hours but in no event shall any witness at any grievance hearing be entitled to overtime pay or other benefits for his or her presence at such hearing.

Section I. The Township agrees to make available to the Union all public information which is relevant to the processing of any grievance.

Section J. The Union agrees to use and keep such information confidential; said information shall not be used in conjunction with any other grievance.

ARTICLE VI: DISCIPLINE AND DISCHARGE

No member of the bargaining unit shall be disciplined or discharged without just cause. Discharge and other disciplinary actions may be appealed through the grievance procedure. The Supervisor must inform the employee that he/she is entitled to Union representation before written disciplinary charges are presented to the employee. Employees reserve the right to exercise Weingarten rights.

ARTICLE VII: SALARY

A. The schedule of wages for AFSCME employees for each year of the contract is contained in Exhibit A which is attached hereto and made a part hereof. The salary scale and plan have been designed as follows:

1. Effective 1 July 1998 each current employee within the bargaining unit hired prior to 20 September 1999, shall receive an increase of 3.25% to the annual base salary.
2. Effective 1 July 1999 each current employee within the bargaining unit hired prior to 20 September 1999, shall receive an increase of 3.25% to the annual base salary.
3. Effective 1 July 2000 each current employee within the bargaining unit, shall receive an increase of 3.25% to the annual base salary.
4. Effective 1 July 2001 each current employee within the bargaining unit, shall receive an increase of 3.25% to the annual base salary.
5. Wage increases will be made only to those individuals who are still in the Township's employ as of the date of the signing of this contract.
6. Each full-time permanent employee hired prior to 1 July 1998 and remaining in the Township's employment on 9 November 1999 shall receive a one-time payment of \$300.00 on or about the time that the retroactive salary for fiscal year 2001 is distributed.

B. Payroll

The current frequency of issuing weekly payrolls will be continued under the following condition:

In each fiscal year in which there occur 53 payrolls, e.g. FY 2005, the annual total salary of each employee will be divided by 53 to reflect the number of weekly payroll checks to be issued during that fiscal year. (Each weekly payment will be one fifty-third of the annual salary.)

C. The position ranges for July 1, 1998 - June 30, 2002 are reflected in Exhibit A appended hereto.

D. An employee who remains in the same job classification for three (3) years shall receive the top of his/her salary range as per this contract for that job classification based on the employee's satisfactory job performance.

ARTICLE VIII: HOLIDAYS

Holidays recognized by the Township are:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday (third Monday in February)
5. Good Friday
6. Memorial Day (last Monday in May)
7. Independence Day
8. Labor Day
9. Columbus Day (second Monday in October)
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

Full-time employees shall receive these holidays as time off and shall be compensated as if each holiday were a normal workday.

Permanent part-time employees working a minimum of twenty (20) hours per week shall receive seven (7) holidays and shall be compensated as if such holiday was a normal workday for such part-time employees. These seven holidays shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day.

ARTICLE IX: HEALTH BENEFIT PACKAGE

A. The Township shall provide a health benefit package which includes hospitalization, medical, major medical, prescription and dental insurance to all full-time employees who are members of the bargaining unit. Any employee hired after September 1, 1999 shall only be eligible for HMO, POS, or PPO coverage in lieu of hospital, medical and major medical benefits.

B. The current health insurance plan for all employees and their dependents is modified as follows:

1. A Mandatory Second Surgical opinion (MSSO) is required for certain surgical procedures (See Exhibit D). The MSSO program is provided at no cost to the employee and must be arranged through the Blue Cross/Blue Shield Referral Center.

2. In the event that an employee does not obtain an MSSO the employee and his/her dependents would be eligible for coverage but with a 20% reduction in benefits.

3. The Major Medical benefit period maximum shall be \$150,000 per year. The current unlimited lifetime benefit is maintained.

4. The co-pay factor for the Prescription Insurance benefit shall be \$6.00.

C. Any full-time Township employee may choose, at his or her sole option, not to be enrolled in the health insurance plan provided by the Township. Any employee so choosing shall be eligible to receive reimbursement, lump sum, as provided herein, in lieu of receiving health, dental or prescription insurance benefits from the Township in accordance with the following payments:

	FAMILY COVERAGE HUSBAND AND WIFE	PARENT AND CHILD
Health	\$2,250	\$1,500
Dental	\$ 450	\$ 300
Prescription	\$ 300	\$ 200
	\$3,000	\$2,000

This benefit will not apply to any employee having a spouse receiving health insurance from the Township if either the employee and/or the employee-spouse were hired after September 1, 1999.

1. An employee who chooses not to accept health insurance coverage must provide satisfactory proof in writing that employee is covered by health insurance provided by his or her spouse, or by other means by providing notice of such coverage forthwith. The Township Business Administrator shall decide, in his sole and exclusive discretion, whether such notice is satisfactory.

2. The lump sum payment referred to in this article shall be paid on the last pay day in December of each year. Any employee who chooses not to accept health insurance coverage who leaves Township employment in good standing shall be entitled to a pro-rata share of the payments set forth above at the time of his or her separation from Township employment.

All Calculations for any payments hereunder shall be on a pro rata basis calculated upon the differential between the lump sum payment provided for in the prior agreement and the lump sum payment in this agreement.

3. This option is available to active full-time employees who are covered by a current health insurance program sponsored by the Township.

4. The reimbursement provided herein shall not be considered wages or any other compensation for the purpose of calculating retirement benefits, seniority benefits, and longevity benefits or for any other purpose.

D. For employees who retire in accordance with the following criteria, the Township will provide a health benefits package enjoyed by employees who are actively working. The criteria are:

1) Have 25 years of service with the PERS system and have at least the final 5 years of service with the Township of Piscataway;

2) Have 15 years of service with the PERS system and the Township and be at least 62 years of age; or

3) Have retired on a disability pension having been permanently disabled under circumstances arising out of, and in the course of their employment with the Township.

E. Within three months of the execution of this contract the Union agrees to appoint members to a joint committee of unions representing various municipal employees and management for the purpose of reviewing alternative health insurance plans.

ARTICLE X: OVERTIME AND HOURS OF WORK

The regular workweek for full-time employees shall be 35 hours based on seven (7) hour days. All overtime hours worked shall be compensated at the rate of one and one-half times the regular hourly wage of the member.

Any employee who works more than seven hours in one day shall be compensated at the rate of one and one-half (1 1/2) times his or her regular hourly rate (or at the rate of one and one-half (1 1/2) times compensatory time, if the compensatory time can be taken within a reasonable time). Notwithstanding anything herein to the contrary, the computation of overtime pay will be done in fifteen-minute increments. By way of illustration, if an employee works ten minutes overtime, he or she will be entitled to fifteen minutes overtime pay. Likewise, if an employee works twenty-two minutes overtime, he or she will be entitled to thirty minutes overtime pay.

An employee who is required to work on Sunday, as the result of an emergency (as defined by the employee's department head) shall be paid at the rate of double time for all hours worked.

Any employee required to work during hours other than those to which he or she is normally assigned because of an emergency (as defined by the employee's department head) shall be entitled to not less than two hours overtime pay. The administration of compensatory time shall be governed by the Policy Directive annexed hereto as Exhibit "C".

ARTICLE XI: SICK LEAVE

A. During the first calendar year of employment with the Township, sick leave will accrue at the rate of one (1) day per month of employment. After the first calendar year of employment, each employee will be eligible for twelve (12) days of sick leave per year. Permanent part-time employees working

a minimum of twenty (20) hours per week shall have each of the days prorated to the hours the employee would have worked on the day absent. Part-time employees may carry over up to one half of their unused sick leave beyond the calendar year end in which it is earned. Any such carryover days shall be used as comp sick in the following year and cannot be accumulated.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employees credit from year to year, to be used if and when needed for such purpose, subject to Section D of this article.

C. Short periods of sick leave (not to exceed three (3) days) may be used to attend to a spouse, dependent parent or dependent child in situations of serious illness. Such leave shall not exceed the employee's unused sick leave.

D. An employee may accumulate up to five (5) unused sick days each work year which will be credited toward accumulated sick leave which may be available for sick leave, retirement cash payout, or early retirement. Any additional unused sick days may be used as comp sick time but shall not be accumulated toward early retirement.

E. Should an employee die while a permanent employee of the Township, all accumulated "sick leave" shall be paid to the Designated Beneficiary. The person identified as the "Primary Beneficiary" on the Public Employee Retirement System Life Insurance Policy will be the Designated Beneficiary unless the employee had otherwise specifically identified a beneficiary for the specific purpose of accumulated sick leave.

F. Effective January 1, 1995 employees must use accumulated comp sick time so as to not have more than 98 unused hours as of December 31st of each year. Any unused hours in excess of 98 hours as of the end of the calendar year shall be forfeited.

G. No employee may accumulate more than two hundred (240) days of sick leave for credit towards early retirement; however, in no event shall this amount exceed \$15,000 per employee for any employee hired after 1 September 1999.

Workers Compensation

H. If an employee is hurt on the job, any time out from work, which is directly related to the injury sustained on the job, will not be counted against sick time as long as the following proper procedures are followed in reporting the injury.

1. An employee must immediately report any accident (with or without injury) to the immediate supervisor.

2. In order to receive treatment for an injury, the employee must call the Township's certified Worker's Compensation Managed Care organization, for referral for medical treatment. This agent will schedule any and all appointments for medical treatment. All accident forms must be completed and sent to Personnel.

3. If a serious injury is involved, an employee may go to an emergency room of the nearest hospital. The injured employee MUST contact this agent as soon as possible after initial treatment has been rendered.

4. When an employee is injured in the line of duty said employee shall receive those benefits provided in the statutes, NJS 34:15-12.

I. Any accumulated sick days shall be paid to the heirs or designated beneficiary of any employee who dies while in the employ of the Township, in accordance with the above restrictions.

ARTICLE XII: PERSONAL DAYS

Permanent full time employees shall receive an allowance of two (2) personal days each calendar year. Such personal days may be taken in units of half or full days. In addition, there will be an allowance of one-half (1/2) personal day to be taken on Christmas Eve, and one-half (1/2) personal day to be taken on New Years Eve.

ARTICLE XIII: VACATIONS

A. Subject to the following paragraphs, annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service employment. A person may not take any accrued vacation time during his or her probationary period.

B. For all employees having from one (1) through five (5) years of employment with the Township, vacation entitlement shall be eleven (11) days.

C. For all employees having from six (6) through ten (10) years of employment with the Township, vacation entitlement shall be nineteen (19) days.

D. For all employees having from eleven (11) through fifteen (15) years of employment with the Township, vacation entitlement shall be twenty (20) days.

E. For all employees having from sixteen (16) through twenty-four (24) years of employment with the Township, vacation entitlement shall be twenty-four (24) days.

F. For all employees having more than twenty-five (25) years of employment with the Township, vacation entitlement shall be twenty-five (25) days.

G. Vacations shall be granted in compliance with the eligibility criteria as previously established.

H. An employee may carry unused vacation only until March 31st of the succeeding year, with the written approval of the employee's department head and the Business Administrator.

I. For the year of hire and the year, during which an employee resigns or is involuntarily terminated, the employee's available leave (vacation, personal, sick) shall be prorated in accordance with the number of days worked during the year in question.

ARTICLE XIV: OTHER LEAVE

A. Any member of the bargaining unit shall be entitled to up to three (3) days leave due to a death in his or her immediate family. The immediate family shall include only the employee's spouse, child, parent, brother, sister, grandparent, grandchild, step child, step parent, step brother or step sister, or those of the employee's spouse.

B. Female members of the bargaining unit who leave or are separated from work as a result of disability due to pregnancy will be compensated on the same basis as any employees on Long Term Disability. Any disability due to pregnancy shall be presumed to begin thirty (30) working days prior to the expected date of delivery as stated in writing by a physician. said disability shall also be presumed to continue for thirty (30) working days following the delivery. The employee may submit a written proof from a physician of a disability other than as set forth above.

C. Any member of the bargaining unit who is a member of the National Guard, Naval Reserve, Air National Guard or a reserve component of the Armed Forces of the United States, who is required to engage in annual field training, shall be granted up to two (2) weeks military leave of absence with pay for the period of training as is authorized by law. Pay shall be the differential between the employee's military pay and Township pay, at the rate that is effective as of the date that the leave commences. Such military leave shall not be counted, as vacation time. This benefit shall not be available to any employee volunteering for non-compulsory field training.

ARTICLE XV: PROMOTIONS

A. All promotions, opportunities for promotions, which are created by a job vacancy in the bargaining unit shall be prominently posted for five (5) business days prior to the position being filled on a probationary basis.

B. When a department head considers candidates to fill a vacancy, seniority may be one of the criteria used in the selection process.

ARTICLE XVI: CLOTHING CARE

The Township shall reimburse, on an annual basis, each permanent full-time employee who is a member of the bargaining unit in the amount of \$275.00 as compensation for clothing care.

ARTICLE XVII: POLICE DISPATCHERS

Three full uniforms each year, consisting of three shirts (in the aggregate) and three skirts/pants (in the aggregate) will be reimbursed by the Township. Police dispatchers shall receive \$200.00 per year as shift differential.

ARTICLE XVIII: PROFESSIONAL LICENSING FEES

The Township shall reimburse all full-time employees for professional licensing fees, where such license is a requirement of the employee's job description. This article shall not apply to driver's licenses or similar nonprofessional licenses.

ARTICLE XIX: PART TIME EMPLOYEES

Permanent part-time employees working a minimum of twenty (20) hours per week shall receive benefits only as expressly provided in this Agreement.

All other part-time employees shall not be entitled to any benefits under this Agreement.

ARTICLE XX: LONGEVITY PAYMENT

A longevity payment shall be paid as hereinafter fixed and determined; such longevity pay shall be considered as additional compensation and shall be part of each full-time Employee's salary for retirement benefits.

Longevity Scale

<u>After the completion of</u>	5	years-	2%
<u>After the completion of</u>	10	years -	4%
<u>After the completion of</u>	15	years -	6%
<u>After the completion of</u>	20	years -	8%
<u>After the completion of</u>	24	years -	10% (maximum allowable)

ARTICLE XXI: LONG TERM DISABILITY

This program is set forth in Exhibit B.

ARTICLE XXII: JOB DESCRIPTIONS AND EMPLOYEE RECORDS

The Township shall have written job descriptions for all jobs in the bargaining unit and shall make them available to employees upon request.

All job descriptions shall be given to the Union within a reasonable time.

If an employee calls the Personnel Office before 10:00 a.m. he/she will be able to review his/her personnel file by 3:00 p.m., conditions permitting.

ARTICLE XXIII: RULES AND REGULATIONS

In accordance with N.J.S.A., 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established.

ARTICLE XXIV: FULLY BARGAINED PROVISIONS AND ITEMS

This Agreement represents the complete and final settlement by the parties as to all items which were, or could have been, the subject of negotiations.

ARTICLE XXV: VALIDITY OF PROVISIONS

If any provision of this Agreement is found to be invalid by a court of law, or by other competent jurisdiction, that provision shall become inoperative, but all other provisions shall continue in full force and effect.

ARTICLE XXVI: PROCEDURE FOR REPORTING SAFETY PROBLEMS

An employee who wishes to report a safety problem should obtain the form designed for this purpose and submit it to his/her supervisor. A copy should also be forwarded to the Department Head and Division of Personnel.

The supervisor shall make every effort to address the safety problem within two (2) working days from the date of the report. The supervisor shall notify the person making the report about what action is to be taken with respect to the safety matter. A copy of the response shall be forwarded to the Department Head and the Division of Personnel.

ARTICLE XXVII: TERM OF THIS AGREEMENT

This Agreement shall become effective as of January 1, 1998 and shall remain in effect up to and including June 30, 2002.

ARTICLE XXVIII: RENEWAL

Subject to law and the rules and regulations of the Public Employee Relations Commission, any desire by either party to change, modify, or otherwise renew this contract must be expressed, in writing, at least one hundred twenty (120) days prior to termination.

ARTICLE XXIX MAINTENANCE OF OPERATIONS

Section A.

It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance and that there shall be no interference with such operations either by a strike or other job action by the union or a lockout by the Township.

Section B.

The union covenants and agrees that neither the union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist, or support, nor will any of its members take part in any strike, work stoppage, slowdown, walkout or other job action against the Township.

Section C.

The union will do everything in its power to prevent its member participating in any strike, work stoppage, slowdown, or other similar activity, or from supporting any such action by any other employee or group of employees of the Township. The union will disavow such action and order all such members who participate in such activities to cease and desist immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the union's order. In executing its obligation, the union will use such forms of communication with its members as it and the Township deem most effective, including personal contact, telegram, registered or conventional mail, and so forth.

Section D.

In the event of a strike, slowdown, walkout or other form of job action, it is covenanted and agreed that participation in any such activity by a union member shall entitle the Township to take disciplinary action including termination of the employment of such employee or employees, and that the action taken by the Township may vary from employee to employee, depending on the circumstance. The only question for arbitration under this article is whether the employee participated in prohibited conduct. For the purposes of this section arbitration is defined as a third party neutral, mutually selected by the parties to this agreement from a list of arbitrators supplied by the Public Employment Relations Commission.

Section E.

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, or both in the event of such breach by the union or its members.

Section F.

The Township agrees not to lock out.

ARTICLE:XXX STATEMENT OF INTENT

This Agreement provides compensation benefits for the White-Collar employees of the Township of Piscataway as defined herein, in recognition of their dedicated service to the municipality.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal at Piscataway, NJ on this 29th day of August 2000.

A.S.C.M.E. LOCAL 3274
TOWNSHIP OF PISCATAWAY

TOWNSHIP OF PISCATAWAY
PISCATAWAY, NEW JERSEY

James Perry
James Perry, AFSCME PRESIDENT

Carol Giananel

Helena Merolla
HELEN MEROLLA, MAYOR

ATTEST: Ann Nolan
ANN NOLAN, TOWNSHIP CLERK

[Signature]

EXHIBIT A

<u>TITLE</u>	<u>SALARY RANGE</u>
ADMINISTRATIVE ASSISTANT	8
KITCHEN AIDE	1
ANIMAL CONTROL OFFICE	13
ASSISTANT PLANNER	9
BUILDING SUB CODE OFFICIAL	17
BUS DRIVER	3
CHIEF SANITARIAN	21
CODE ENFORCEMENT INSPECTOR	16
COMPLIANCE INSPECTOR	10
DEPUTY ASSESSOR (PART-TIME)	1
DISPATCHER	8 (D)
ENGINEERING AIDE B	12
ENGINEERING INSPECTOR	15
EQUIPMENT COORDINATOR	5
FIRE INSPECTOR	14
HOUSING COORDINATOR	9
JUNIOR ENGINEER ASSISTANT	18
JUNIOR OFFICE ASSISTANT	2
LANDSCAPE ARCHITECT	20
MEALS ON WHEELS ASSISTANT	1
PLUMBING SUBCODE OFFICIAL	13
PROGRAM SUPERVISOR	6
PRODUCTION FACILITATOR	4
PROGRAM ACCOUNTS ANALYST	11
PURCHASING SPECIALIST	9
RECEPTIONIST	1

SANITARIAN	19
SECRETARY	7
SENIOR ACCOUNTING CLERK	6
SENIOR ENGINEERING ASSISTANT	19
SENIOR OFFICE ASSISTANT	6
SENIOR TAX CLERK	6
SEWER UTILITY CASHIER	6
SWITCH BOARD OPERATOR	2

EXHIBIT A

	<u>1996 - 6/30/98</u>		<u>7/1/98 - 6/30/99</u>		<u>7/1/99 - 6/30/00</u>		<u>7/1/00 - 6/30/01</u>		<u>7/1/01 - 6/30/02</u>	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
1.	13,030	15,619	13,453	16,127	13,890	16,651	14,341	17,192	14,807	17,751
2.	18,138	24,778	18,727	25,583	19,336	26,414	19,964	27,272	20,613	28,158
3.	19,289	25,902	19,916	26,744	20,563	27,613	21,231	28,510	21,921	29,437
4.	20,519	27,685	21,186	28,585	21,875	29,514	22,586	30,473	23,320	31,463
5.	22,438	29,606	23,167	30,568	23,920	31,561	24,697	32,587	25,500	33,646
6.	24,042	31,395	24,823	32,415	25,630	33,468	26,463	34,556	27,323	35,679
7.	27,254	32,444	28,140	33,498	29,055	34,587	29,999	35,711	30,974	36,872
8.	32,971	34,905	34,043	36,039	35,149	37,210	36,291	38,419	37,470	39,668
8 (D)	30,316	34,682	31,301	35,809	32,318	36,973	33,368	38,175	34,452	39,416
9.	26,623	35,895	27,488	37,062	28,381	38,267	29,303	39,511	30,255	40,795
10.	29,000	37,149	29,943	38,356	30,916	39,603	31,921	40,890	32,958	42,219
11.	29,196	39,863	30,145	41,159	31,125	42,497	32,137	43,878	33,181	45,304
12	36,640	41,747	37,830	43,104	39,059	44,505	40,328	45,951	41,639	47,444
13	27,254	42,360	28,140	43,737	29,055	45,158	29,999	46,626	30,974	48,141
14	34,320	44,860	35,435	46,318	36,587	47,823	37,776	49,377	39,004	50,982
15	35,843	44,918	37,008	46,378	38,211	47,885	39,453	49,441	40,735	51,048
16	39,099	46,368	40,370	47,875	41,682	49,431	43,037	51,038	44,436	52,697
17	37,433	49,014	38,650	50,607	39,906	52,252	41,203	53,950	42,542	55,703
18	46,205	49,437	47,707	51,044	49,257	52,703	50,858	54,416	52,511	56,185
19	35,037	50,267	36,176	51,901	37,352	53,588	38,566	55,330	39,819	57,128
20	35,037	51,278	36,176	52,945	37,352	54,666	38,566	56,443	39,819	58,277
21	38,930	56,866	40,195	58,714	41,501	60,622	42,850	62,592	44,243	64,626

EXHIBIT "B"
LONG TERM DISABILITY PROGRAM

Disability Benefits: Disability benefits are intended for long-term illnesses which would involve absences, due to personal illness or personal injury, in excess of thirty (30) consecutive work days.

The Township will continue to pay an employee's salary after the employee has used thirty (30) days of sick or other leave, in the following manner:

1. At 100% of prorated annual salary for the first 3 months on LTD
2. At 90% of prorated annual salary for months 4-6
3. At 80% of prorated annual salary for months 7-9
4. At 70% of prorated annual salary for months 10-12

A. The Township will use no more than thirty (30) of the employee's sick days. The balance of the employee's accumulated sick days will not be used during the one-year period. This thirty-day period will be applicable toward each long-term disability.

It should be noted that an employee must have Thirty (30) sick days to his or her credit, for the year which the illness occurs, to receive pay for that before being placed on disability.

B. If, at the end of the said year, the employee is still unable to work, he or she may, at his or her own request, use the remainder of the employee's accumulated sick days to continue to receive his or her salary benefits.

C. None of the vacation days due to the employee will be used during the one (1) year term of the employee's illness of injury.

D. If, at the end of the said year, the employee is still unable to work, the employee may, at his or her own request, use any of all of the employee's vacation days to continue to receive his or her salary and benefits.

E. The Township will only continue an employee's salary and benefits for a period up to one (1) year providing that the employee submit a complete Certificate of Disability by his or her physician, which must be approved by the Township physician, which must be approved by the Township physician, approved by the business Administrator.

F. An employee will be eligible for disability benefits only if he or she is a permanent employee who has had at least six months of continuous service.

G. An employee, while on the LTD program shall not earn vacation days, personal days or further sick days.

THE CERTIFICATE OF DISABILITY MUST INCLUDE THE FOLLOWING INFORMATION :

1. Name of employee
2. Nature of employee's illness or injury
- 3 Extent and duration of employee's illness or injury (Date included)
4. A statement to the fact that the employee was unable to report for work even for limited duty
5. The Certificate must be signed by a licensed medical doctor
6. The Certificate must be approved by the Township physician, or other designated physician representing the Township; and , by the Business Administrator.

It is the employee's responsibility to be certain that the Certificate of Disability is completed, in accordance with the above procedures, in the following sequence:

(A) Within eight (8) days of an apparent long-term illness, the employee must request a Certificate of Disability from the Division of Personnel, which has to be returned, completed, prior to the end of the 20 days in order to be placed on long-term disability the 21st day.

(B) Failure to return the complete Certificate of Disability prior to the 31st day will result in a loss of pay for each day thereafter until the form is complete and returned to the Division of Personnel.

EXHIBIT "C"
POLICY DIRECTIVE

COMPENSATORY TIME

The following guidelines are to be utilized in the administration of compensatory time:

1. Overtime/compensatory time should be kept to a minimum. All overtime shall be authorized by a supervisor in charge of the work and reviewed on a weekly basis by the department head in charge.

2. In most situations, Overtime should be compensated for by pay at the applicable rate. Compensated time may be allowed in lieu of overtime pay when:

a. The employee requests.

b. The Department Head requires the work to be compensated for by "compensatory time" because of budgetary reasons.

3. Compensatory time must be taken with approval of the Department Head of his designated representative so as not to interfere with department operations.

4. Compensatory time must be used within reasonable limits. An employee will be allowed to accumulate up to a maximum of one week of compensatory time. Beyond that week period, compensatory time must be utilized within a month period after it is earned. (It is encouraged that most compensatory time be taken within the month period after it is earned.)

5. All overtime and compensatory hours should be recorded by the Department and sent with the regular weekly payroll sheets to personnel for record keeping purposes.

6. Attached is a list of those exempt employees not eligible for overtime/compensatory time.

EXHIBIT "D"
SECOND SURGICAL OPINION

ARTHROSCOPY, Knee	Examination of the JOINT using a scope (may include Meniscectomy)
CATARACT EXTRACTION	Removal of a cataract (clouded lens from the EYE)
CHEMONUCLEOLYSIS OF DISK	Destruction of VERTEBRAL DISK by injection
CHOLECYSTECTOMY (MAY INCLUDE CHOLANGIAGRAPY)	Removal of GALL BLADDER (examination of BILE DUCTS)
CORONARY ARTERY BYPASS SURGERY	Insertion of a vein graft to bypass an obstructed CORONARY ARTERY
EXCISION OF INTERVERTEBRAL DISK	Removal of herniated DISK (Including excision of disk with FUSION)
HYSTERECTOMY abdominal or vaginal	Removal of the UTERUS
MASTECTOMY bilateral, unilateral, modified radical, radical	Surgical removal of BREAST (or portion)
MENISCECTOMY, Knee	Removal of cartilage from Knee
PROSTATECTOMY suprapubic or transurethral resection	Removal of all or part of PROSTATE
RHINOPLASTY	Surgery of NOSE to correct deformities (includes submucous resection)
SEPTECTOMY with RHINOPLASTY	Removal of an obstruction of the NOSE (Includes subucous resection)
SPINAL FUSION	Joining if VERTEBRAE for immobilization
TONSILLECTOMY	Removal of the TONSILS

SIDEBAR AGREEMENT BY AND BETWEEN THE
PISCATAWAY POLICE DISPATCHERS
& A.F.S.C.M.E. LOCAL #3274
AND THE
TOWNSHIP OF PISCATAWAY, NEW JERSEY

This Agreement, made this 29th Day of August, 2000, between the Township of Piscataway and The Piscataway Police Dispatchers & A.F.S.C.M.E. Local #3274, pertaining to the revised work schedule for the dispatcher of The Piscataway Township Police Department.

This Agreement constitutes the complete agreement reached by the parties regarding work schedule changes. Each party acknowledges that it had full opportunity to negotiate on all matters properly subject to collective bargaining. This Agreement shall be deemed to be in effect from 29 August, 2000, and thereafter unless modified by a written instrument signed by both parties hereto.

Either party desiring to modify or terminate this Agreement must notify the other at least sixty (60) days prior to the proposed modification or termination. When notice is given, the party providing notice will promptly enter into negotiations regarding the proposed modification or termination upon written demand therefore served by the other party. Nothing herein shall be construed as a waiver of the township's managerial prerogatives regarding scheduling and minimum manning as provided by law.

If this Agreement is terminated (I) the police dispatchers & A.F.S.C.M.E. Local #3274 shall retain any and all benefits set forth in the then current Collective Bargaining Agreement: and (II) the parties shall immediately revert to the prior four and two (4 & 2) work schedule, or different work schedule agreed to by the Police Dispatcher & A.F.S.C.M.E. Local #3274 and The Township of Piscataway.

DISPATCHER SIDEBAR AGREEMENT FOR 1997

Effective January 1, 1997, Piscataway Police dispatchers will commence working a four and four (4 & 4) work schedule. The schedule will consist of four (4) days on duty and four (4) days off duty.

DISPATCHERS SIDEBAR AGREEMENT FOR 1997

The dispatcher's regular workday will consist of eleven (11) hours, which include a one (1) hour unpaid meal break. The schedule will be steady shift with no rotation.

The work schedule will consist of the two shifts (Days & Nights) with staggered starting / completion times in order to ensure dispatcher coverage twenty-four (24) hours a day. The starting and completion time are as follows:

Day shift dispatcher # 1 — 0600 hrs. to 1700 hrs.

Day shift dispatcher # 2 — 0700 hrs. to 1800 hrs.

Night shift dispatcher # 1 — 1700 hrs. to 0400 hrs.

Night shift dispatcher # 2 — 1900 hrs. to 0600 hrs.

No dispatcher will be on duty for a period in excess of sixteen (16) duty hours, notwithstanding a declared emergency.

SCHEDULE STRENGTH REQUIREMENTS

Every effort will be made to staff the day shift with two (2) dispatchers Monday through Saturday. The day shift watch commanders have the authority to work with one (1) dispatcher on Sundays.

All Piscataway Police Dispatchers acknowledge that the Administration has the management right to re-assign a night dispatcher to fill in a day shift dispatcher vacancy due to regularly schedule vacations or long term disabilities. Replacements will be assigned via seniority.

CALL OUT LIST BY SENIORITY

Overtime hiring of non-schedule dispatchers will be based on seniority. A seniority call-out list will be maintained by each patrol division platoon in the watch commander's office to insure equal application of overtime duty. It will be the responsibility of each duty watch commander to insure proper maintenance of respective call out lists.

RECORD KEEPING

Under the 4 & 4 dispatcher work schedule, day shift and afternoon shift watch commands will be responsible for the keeping and reporting of all time for their respective dispatchers.

For example, both watch commanders on "A" and "B" squads will be responsible for the time of the two day shift dispatchers assigned to their respective platoon. The watch commanders of "C" and "D" squads will be responsible for the time of the two night dispatchers assigned to their respective platoon.

Those watch commanders will be responsible for the keeping and reporting of all hours worked, compensatory time, vacation and sick time, overtime, and all personal days. The dispatchers will not owe the township pool time under the 4 & 4 work schedule.

Those watch commanders will additionally cause the reporting of all of the above-mentioned time to be documented on their weekly squad time sheet. In those instances where a night dispatcher replaces a day dispatcher for vacation or long term disability, the watch commander for whom that dispatcher works will be responsible for the reporting of said time.

TRAINING

All training of dispatchers will be scheduled by the training officer, and coordinated with the watch commander to whom the dispatcher is assigned.

Every effort will be made to have the training occur during the dispatcher's tour of duty. If this cannot be accomplished, the dispatcher will be trained on their own time and compensated hour for hour in time off.

DISPATCHER SIDEBAR AGREEMENT FOR 1997

SENIORITY

Seniority will be based on the length of time the dispatcher has held that position. On those occasions where two dispatchers have the same hiring date, seniority will be based on the initial ranking during the applicant's hiring process.

Where two or more dispatchers have the same hiring date, and one has pre-existent employment with Piscataway Township, he/she will have seniority over the other.

SHIFT BIDS

On or about October 1st of each year, dispatchers will place a bid for the desired shift that they wish to work for the following calendar year. Seniority will prevail as the determining factor for shift bids.

VACATIONS

Under the 4 & 4 dispatcher schedule, each dispatcher's vacation time, as presently provided in their A.F.S.C.M.E. contract will be converted to hours. In those instance where the hours calculate to a half of one percent (.5%) or higher, the hours will be rounded off to the highest number.

Vacations for dispatchers will be approved by seniority within each platoon. Example: The senior most dispatcher in the 1st platoon receives first choice for vacation. The dispatcher with the least seniority in the 1st platoon receives the last choice for vacation.

No more than one (1) dispatcher in each platoon will be allowed to be on vacation at any one time. All vacation at any one time. All vacations for dispatchers will be approved by their respective watch commanders, who will then submit said vacation requests to the patrol division captain no later than April 1st of each calendar year.

SICK DAYS

As currently provided in the A.F.S.C.M.E. contract, the number of sick days established for dispatchers will remain the same and will not be converted to hours.

On those occasions where only a portion of a sick day is utilized, the sick time will be deducted on an hour for hour basis totaling no more than Ten (10) hours per work day.

PERSONAL DAYS

As currently provided in the A.F.S.C.M.E. contract, the number of personal days established for dispatchers will remain the same and will not be converted to hours.

TIME OFF COMPENSATION

Each affected watch commander will be responsible for the scheduling of time off for their respective dispatchers. Said watch commanders will make every reasonable attempt to fulfill a dispatchers request for time off.

Any watch commander who grants time off to a dispatcher will cause notification to the other watch commanders in that platoon of said time off. Said notifications will be effected in writing and will be appropriately addressed and placed in the squad drawers of the other watch commanders.

Time off for dispatchers will be allotted using the following order of priority:

- # 1 VACATION DAYS
- # 2 PERSONAL DAYS
- # 3 COMP-SICK DAYS
- # 4 COMPENSATORY TIME

HOLIDAYS

All dispatchers will work on holidays when regularly schedule to do so. All dispatchers will be compensated for fourteen (14) paid holidays at the rate of straight time. They will receive two checks for their holiday pay. One on the last Thursday in May, and the other the last Thursday in November of each year.

RULES AND REGULATIONS

All dispatchers will be governed by the Piscataway Township Police Department rules and regulations for civilian employees.

MANAGEMENT

Management reserves the right to administer personnel as set forth in appropriate statutes of law.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS THIS

29th DAY OF August, 2000.

A.F.S.C.M.E. Local # 3274

By James Perry
James Perry
President

Helen Merolla
Helen Merolla
Mayor

Attest: Carol Hancock

Kenneth Saunders
Kenneth Saunders
Council President

[Signature]