3. 05.27

### AGREBMENT

#### BETWEEN

SOUTH BRUNSWICK TOWNSHIP MIDDLESEX COUNTY, NEW JERSEY

AND

# SOUTH BRUNSWICK PUBLIC WORKS ASSOCIATION

January 1, 1988 through December 31, 1990

# LAW OFFICES:

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THIS AGREEMENT made this day of

1988, between THE TOWNSHIP OF SOUTH BRUNSWICK, a municipal
corporation a body politic of the State of New Jersey, and
THE SOUTH BRUNSWICK PUBLIC WORKS EMPLOYEES ASSOCIATION

WHEREAS, the parties have completed negotiations on terms and conditions of employment pursuant to the New Jersey Employer-Employee Relations Act;

NOW, THEREFORE, it is agreed as follows:

WITNESSETH

### I. DEFINITIONS

The following terms used throughout this agreement are defined as follows:

ADMINISTRATOR: The Township Administrator.

DIRECTOR: The Director of Public Works or his authorized designee.

EMPLOYEE: The employees of the Public Works Department covered by this agreement.

PERC: The Public Employees Relations Commission, State of New Jersey.

PPPM: The Personnel Policy Procedure Manual of the Township.

SENIORITY: The employee's most recent period of continuous service within the Unit.

TOWNSHIP: The Township of South Brunswick.

### II. UNIT DESIGNATION

The Township recognizes the Association as the exclusive representative for all full-time employees of the Department of Public Works of the Township, excluding supervisors, part-time employees and managerial executives, and confidential employees, as defined by the New Jersey Employer-Employee Relations Law, N.J.S.A. 34:13A-1, et seq.

#### III. PAST PRACTICES AND POLICIES

Except as explicitly amended by the collective negotiations agreement between the parties, all personnel policies of the Township, as provided for in Chapter III of the Revised General ORDINANCES of the Township of South Brunswick, and specifically, the Personnel Policy Procedure Manual (PPPM), shall remain in effect. There shall be no change in negotiable terms and conditions of employment as specified in this manual, or as provided in past practices, or contained within the terms of the collective negotiations agreement between the parties, unless there has been prior negotiations with the Association. The Township agrees to give reasonable notice of a proposed change in the PPPM to the Association.

### IV. ASSOCIATION RIGHTS

# 1) Leave Time For Association Business

A Negotiation Committee, consisting of no more than five (5) employees within the unit, shall be allowed to take time off from their assignment, with pay, if required to attend negotiation sessions with the Township Negotiation Committee during their normal tours of duty. Also, the President of the Association, or his designee, shall be given up to a total of twenty-four (24) hours off per year, with pay, forty (40) hours effective January 1, 1989 to attend to other Association business, including the preparation of Association proposals, conferences with other members of the unit and the Association attorney, attendance at seminars and educational programs related to Association activities, and attendance at grievance and arbitration proceedings.

# 2). Dues Checkoff

The Township shall continue a dues checkoff system for all employees within the unit, who are members of the Association, in conformance with N.J.S.A. 52:14-15.9(e).

### V. WORKWEEK - OVERTIME

### 1) Workweek

The standard workweek shall be based on an eight (8) hour day and forty (40) hours for the workweek. All blue collar employees shall be guaranteed forty (40) paid hours of work in any one (1) workweek.

# 2) Overtime

Time and one-half shall be paid to all employees who work at times other than their assigned tours of duty except on Sundays and Township observed holidays. Overtime for Sundays and holidays shall be paid at the rate of double time.

If an employee works a schedule that provides for regular off days other than Saturday or Sunday, the double time pay for Sunday will apply when the employee works on that day which is his/her second day of rest.

# 3) Rest Time

Effective November 1, 1988 when it is necessary for an employee to be called in to work within 7-1/2 hours of the employee's normal reporting time and provided the employee has worked at least 2 consecutive hours, the Township agrees that the employee shall be given one hour of rest time for every hour worked during the aforesaid 7-1/2 hour time period.

The director, or his designee, shall make a good faith effort to schedule each member's rest period to commence at the start of his/her next regular tour of duty or prior to its

completion with due regard to the maintenance of the work force. Such time if not granted shall not accumulate. The Township shall not be arbitrary and capricious in denying such utilization.

# 4) <u>Compensatory Time</u>

An employee may, at his/her sole discretion, elect to accumulate compensatory time in lieu of overtime. A maximum of 40 hours of compensatory time may be accumulated by each employee during each calendar year. Compensatory time must be taken within the calendar year in which it was accumulated or, if accumulated during the month of December, then prior to the end of January of the next calendar year. Any compensatory time not used shall be paid at the rate of time and one-half the employee's rate of pay at the time of accumulation. All requests for compensatory time must be submitted in writing two days in advance (unless an emergency) for approval by the Director of Public Works or his designee. Approval for the scheduling of when compensatory time may be used during the calendar year is at the discretion of the Director, however an employee shall have the right to use any compensatory time he or she may have accumulated prior to the conclusion of that calendar year. time may only be taken in blocks of four (4) hours or greater.

### VI. VACATION LEAVE

1) Vacation leave with pay shall be granted to all fulltime employees of the unit in accordance with the following schedule:

Days of Vacation	Years of Service
One (1) day per month	Four or less
Seventeen (17) days per year	Five (5) or more
Nineteen (19) days per year	Ten (10) or more
Twenty-one (21) days per year	Fifteen (15) or more
Twenty-three (23) days per year	Twenty (20) or more
Twenty-five (25) days per year	Twenty-five (25) or more

# 2) Carry Over Vacation

Employees may carry over up to ten (10) accumulated and earned vacation days into the next calendar year.

3) The provisions of the Vacation Leave Policy as provided on the PPPM shall apply where applicable.

#### VII. SICK LEAVE

The Sick Leave Policy as provided on the PPPM shall apply except for the following:

## 1) Maximum Cash Award

The maximum cash award for accumulated sick leave shall be \$20,000 based upon employee's normal rate of pay.

- a. <u>Benefit at Retirement:</u> Fifty (50) percent of accumulated sick time.
- b. <u>Benefit Upon Separation</u>: Twenty-five (25) percent of accumulated sick leave for employees with less than five (5) years of service; thirty-three (33) percent of accumulated sick time for employees with five (5) or more years of continuous service; fifty (50) percent for employees with more than ten (10) years of continuous service.
- c. <u>Benefit Employee Death:</u> In the event of the death of an employee, one hundred (100) percent of accumulated sick leave shall be paid to the designated beneficiary of the employee or, to his/her estate subject to maximum award limit.

### 2) Sick Leave Incentive Plan

In order to discourage the unnecessary use of sick time and to encourage the accumulation of sick leave, the Township agrees to provide for the duration of this agreement, the following Sick Leave Incentive Plan:

a. An employee using seven (7) or less sick leave days in the calendar year, shall be compensated

for the unused days at the rate of ten (\$10.00) dollars per day.

- 1) An employee who has used three or less sick days by the end of the current year, shall be compensated for all the current year unused sick days at the rate of fifteen (\$15.00) dollars per day.

  Unused sick days will continue to accumulate.
- An employee who as of the end of the year has b. accumulated fifty (50) or more sick days, shall have the option of being paid forty (\$40.00) dollars per day for each of his fifteen annual sick days not used in the year. Employees electing this option shall not receive credit for the days "cashed in", i.e., no accumulation of days for which payment is received. An employee declining the option will receive credit for the days not used. EXAMPLE: An employee who has fifty-five (55) accumulated sick days at the end of December 31, 1984, and who in 1985 uses six (6) days of his annual allocation of fifteen (15) days, shall have the option of receiving payment in 1986 of \$40 for the nine (9) days not used in 1985 and not accumulating them, or alternatively, electing to accumulate the nine (9) days to his/her total sick leave time accumulation. If the employee chooses to receive payment for them, his/her accumulated sick time at December 31, 1985 remains at fifty-five (55); if he/she decides to

accumulate the balance, the total is adjusted to sixtyfour (64).

- c. Payment of the benefits provided for in sections "a" and "b" shall be not later than February 15th of the year following the determination of eligibility and sick time use.
- d. An employee who is discharged or who resigns because of pending disciplinary actions, shall not be entitled to the aforementioned benefits.
- e. Employees hired after January 1, 1988 shall be eligible for paragraph 2a of this contract retroactive to their date of hire if they remain in the employ of the Township past their first anniversary date.

# Miscellaneous

- Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- 2. An employee who calls in sick to engage in outside employment shall be subject to disciplinary action.
- 3. The incentive plan is only applicable to the fifteen (15) allotted sick days.

# VIII. PERSONAL DAYS

Three (3) personal days shall be provided to each employee in accordance with the PPPM.

# IX. MATERNITY LEAVE

Maternity leave shall be provided as per the PPPM.

# X. BEREAVEMENT LEAVE

Bereavement leave shall be in accordance with the PPPM except that "grandchild" shall be included in the definition of "immediate family."

# XI. LEAVE FOR JURY DUTY

An employee shall be provided time off with pay for serving jury duty in accordance with the provisions of the PPPM.

### XII. GRIEVANCE AND ARBITRATION PROCEDURES

The present grievance procedure contained in the PPPM applies to the employees covered under this agreement except that the Association, on behalf of an individual grievant, may appeal a decision made by the Township Committee to an arbitrator to be selected pursuant to the rules of the New Jersey Public Employee Relations Commission (PERC). The decision of the arbitrator shall be final unless in conflict with State or Federal law.

#### XIII. OUTSIDE EMPLOYMENT

The provisions of the PPPM shall apply except as follows: Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal tours of duty with the Township. However, the employees recognize that their primary employment responsibility is to the Township and will therefore be available, immediately following tours of duty, upon reasonable notice by the Township, if they are called back to perform service on an emergency basis at hours other than during their normal tours of duty. Employees will advise the Director of Public Works of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Director may recall them back to work in the event of an emergency.

# XIV. RULES AND REGULATIONS OF THE DEPARTMENT

The PPPM notwithstanding, the Township shall not undertake new rules and regulations which affect terms and conditions of employment, unless the same has first been negotiated with the Association.

### XV. CLOTHING ALLOWANCE/MAINTENANCE

# 1) Allowance

- a. All eligible employees will receive an annual clothing and cleaning allowance of \$550 in 1988, \$600 in 1989 and \$625 in 1990. This allowance shall be used for the purchase of required uniforms and shoes and maintenance of same.
- b. Payment of the allowance shall be by February 1, in any given year.
- c. Safety and rain gear shall continue to be provided by the Township.

# Maintenance

The Association agrees that each employee covered by this agreement shall maintain a presentable appearance.

Presentable appearance is defined in the Letter of Understanding executed by the Township and the Association of date April 17, 1978. Any employee reporting for work not properly attired or whose uniform is in gross disrepair shall be suspended without pay for that day. Any employee suspended for this reason more than twice in any twelve (12) month period from the date of the first violation may be terminated. The decision as to proper appearance shall be that of the Director or an authorized supervisor or foreman. Any employee suspended under this clause shall have the right to appeal to the Administrator within five (5) days of the notice of suspension.

### 3) New Employees

- a. Whenever the Township hires an employee for fulltime work, subject to the six (6) month probation period, said
  employee shall not be entitled to the normal clothing/maintenance
  allowance provided regular association employees. However, the
  Township shall provide a full set of uniforms, work jacket and
  safety shoes. All new employees who fail to satisfactorily
  complete the six (6) month probation period and are terminated
  shall be required to return the uniforms and equipment
  aforementioned. Payment of final wages and any other monies due
  shall not be made until said employee turns in the clothing and
  equipment.
- b. If the beginning date of employment is prior to July 1, of any given year, the employee shall not be entitled to any additional clothing/maintenance allowance for the remainder of that year. If employment occurs on or after July 1, of any given year, then for the following year the employee shall receive one-half of the regular clothing/maintenance allowance provided Association employees. In each year thereafter, the employee shall receive the normal clothing/maintenance allowance.

#### XVI. HEALTH BENEFITS

# 1) Premium and Alternate Plans

During the term of this agreement, the Township shall provide medical and hospitalization benefits including prescription drug, vision care and dental. Premiums for this coverage shall be borne by the Township for the employee and eligible dependents. Employees electing a health benefits package other than the Township Plan such as HMO or RCHP, or any similar authorized plan, are required to pay for any additional premium over and above the premium associated with the Township's health benefits package.

# 2) Insurance Carriers; Change

The Township has the right to change insurance carriers so long as the same or substantially similar benefits are provided and the overall benefits level remains the same.

#### Vision Plan

There shall be a \$15.00 benefit to be provided to defray the cost of a glaucoma test if not given as part of a regular eye exam.

### 4) Retirement

- a. Retirees have the option of continuing insurance coverage by paying the Township the amount of the premium required to continue coverage. It is understood the Township will provide this benefit contingent upon the insurance carrier permitting same.
- b. Effective 1/1/90 the Township agrees to evenly split the cost of medical and hospitalization insurance only to any employee who has fifteen (15) years continuous service with the Township, retires, and commenced employment with the Township after

the age of forty (40) and before 1/1/88. Such coverage will last until eligibility for

medicare ensues. The employee may pay the difference to cover spouse and family and other insurance (i.e. dental and prescription). Upon eligibility for medicare, the Township will split the cost of a medicare supplemental policy for the employee only.

- c. Effective January 1, 1990, the Township agrees to provide medical and hospitalization insurance only to any employee who has twenty-five (25) years continuous service with the Township and who retires within the meaning of PERS until the employee is eligible for medicare. The employee may pay the difference to cover spouse and family and other insurance, (i.e. dental and prescription). If the employee has other health insurance coverage, the employee agrees to make the Township policy secondary. Upon eligibility for medicare, the Township will pay for a supplemental medicare policy for the employee only.
- d. Effective January 1, 1990, the Township agrees to provide medical and hospitalization insurance only to any employee and spouse who has thirty (30) continuous years service with the Township and who retires within the meaning of PERS until the employee is eligible for medicare. The employee may pay the difference to cover spouse and family and other insurance, (i.e. dental and prescription). If the employee has other health insurance coverage, the employee agrees to make the Township policy secondary. Upon eligibility for medicare, the Township

will purchase a supplemental medicare policy for employee and spouse.

e. With respect to paragraphs b, c and d, such supplemental medicare coverage shall make the retired employee's medical and hospitalization coverage substantially similar to the current employee's medical and hospitalization coverage.

# 5) Other

In the event of a death of an employee or retiree, the Township agrees to continue to pay the premium for the health plan for a period of two (2) years or until the spouse remarries, whichever occurs first.

### XVII. MERIT INCREASES/RECLASSIFICATIONS

- 1) All eligible employees within the Union shall receive a merit/step increase of up to five (5) percent in addition to the negotiated increase except that the last merit increase shall not exceed the maximum hourly rate as set forth in this Agreement in that salary range. A copy of these standards for merit/step increases will be given to each employee.
- 2) Reclassifications recommended and approved during the annual employee evaluations, shall be effective January 1 of the succeeding year. All reclassifications must receive the approval of the Administrator and Township Committee.

### XVIII. STABILITY PAYMENTS

1) For all employees hired after January 1, 1983 the following schedule of benefits shall constitute the Longevity Plan.

Years of Service	<u>Payment</u>			
5	\$500.00			
10	\$1,000.00			
15	\$1,500.00			
20	\$2,000.00			
25	\$2,500.00			
30	\$3,500.00			

2) For all employees employed prior to January 1, 1983, the existing Longevity Plan, as provided in the PPPM, shall continue with the exception that no employee shall be entitled to receive more than \$5,000.00 in longevity pay in any given year.

# XIX. JOB OPENINGS

All notices of job opening in the Township operations shall be posted sufficiently in advance of the anticipated hiring date and in no event less than ten (10) days. Nothing herein shall preclude the Township from responding to emergency conditions.

### XX. PHYSICAL EXAMINATIONS

Each employee shall be eligible to receive a physical examination by a physician of his/her choice on a bi-annual basis. The Township will reimburse the employee receiving a physical examination up to \$150.00 (\$250.00 effective 1/1/89) providing proof of the examination. If requested, the employee must produce a statement showing the results of the examination. The employee shall submit medical papers to the Township carrier. The Township shall reimburse the employee for those expenses of which carrier does not pay for up to \$150.00 (\$250.00 effective 1/1/89).

### XXI. SALARY AND WAGES/EDUCATION BENEFIT

### 1) <u>Increases</u>

- A. Effective January 1, 1988, all employees shall receive a six and one-half percent (6-1/2%) wage increase. The increase shall be computed on the employee's December 31, 1987, hourly wage schedule.
- B. Effective January 1, 1989, all employees shall receive a six and one-half percent (6-1/2%) wage increase. The increase shall be computed on the employee's December 31, 1988, hourly wage schedule.
- C. Effective January 1, 1990, all employees shall receive a six and one-half percent (6-1/2%) wage increase. The increase shall be computed on the employee's December 31, 1989, hourly wage schedule.

# 2) Wage Computation

Employees covered by this Agreement are paid on an hourly basis bi-weekly based upon an 80 hour pay period (8 hours a day).

# 3) <u>Senior Position</u>

Employees who have attained at least three (3) years of service in a position and have been at the top of the salary range for at least three years in that position, shall advance to the "senior" position the January 1 following their meeting the criteria. Effective January 1, 1989 in the event the employee's last merit salary increase was less than 5% because the available

merit/step range is less than 5%, the employee shall advance to the "senior" position on the January 1st on which they meet the three year criteria, or three years after the last merit salary increase. This exception is not applicable to situations where the employee did not get a full merit/step increase due to failure to meet Township specified merit criteria during the three-year period ending on the date of the last merit salary increase.

# 4) <u>Education Benefit</u>

- Each employee is eligible for the following
   Education Benefit Program.
  - a. College Credits/Tuition Reimbursement: The Township will reimburse employees \$25.00 per credit hour for credits earned at a recognized or accredited school. The cost of vocational training courses that are directly job related, will be fully reimbursed. Vocational training courses that are not job related, are subject to reimbursement at the rate of fifty (50) percent of the cost of the course. All applications for vocational training courses must be submitted to the Director for review and approval.
  - b. Degree Incentive Program: The Township will pay employees who earn or who have the following degrees at the annual rate shown:

### DEGREE

Associates

\$350

Bachelors

\$900

Masters

**S1100** 

- c. An employee claiming this benefit must produce for his/her personnel record a copy of the certification evidencing the holding of the degree. Payment for those eligible will be made not later than April 1. Payment for a degree just acquired, will be prorated on the basis of the date of the degree to year end.
- d. Employees who leave the employ of the Township within five (5) years of receipt of the monies shall remit all monies received except in cases of death, disability, termination and/or retirement.
- e. The payment under this article applies only to those college credits that in the judgment of the Department Head have a direct effect of improving the employee's ability to perform his duties or create promotional opportunities or job opportunities within the Township.

### 5) Work Related Licenses

Effective January 1, 1989 the Township agrees to pay for DEP required water and sewer annual renewal fees and any other vehicle license fee the Township directs the employee to obtain in the future.

### XXII. ACTING FOREMAN/FOREMEN ON CALL

# 1) Acting Foreman

- a. Any employee designated as Acting Foreman shall receive a wage supplement of ten (10) percent of his regular wage rate for time earned serving as Acting Foreman. Payment shall be computed to year end and paid in the first convenient pay period in January and, in no event, later than the last pay period in January. The Director shall maintain records indicating the time earned by each employee for his/her Acting Foreman's work. No payment for Acting Foreman shall be made for assignments of less than one full working day.
- b. Eligibility for acting foreman shall be limited to an employee classified in range 38 or higher. If there is more than one "38" or higher in the particular operating unit, the appointment of acting foreman shall be rotated among those eligible. An employee appointed as acting foreman may be qualified for the responsibilities of the position and worthy of appointment based on past performance. The director may refuse to assign an acting foreman if, in his judgment, past performance and qualifications do not justify the appointment.

### 2) Foreman on Call

Employees designated as Foreman shall receive in a separate check, a cash allowance of \$300 for being required to be on call during certain times during the year on a rotation basis with other Foreman. Payment of such monies shall be made to each Foreman no later than December 15, of the year and pro rated for partial service. It is understood and agreed that Supervisors are not on call.

### XXIII. CALL-OUTS/MEALS

- A. Any employee recalled for a work assignment, outside of his/her normal working hours, shall be entitled to a minimum of 3 hours "call-out" pay at the applicable overtime rate. This provision is not applicable to the following situations:
- to employees who are held over, on a continuous basis, from their normal tour of duty,
- 2) to more than one "call-out" during the same 3 hour period, and
- 3) if the call-out is within two hours of the scheduled work day.
- a. if the employee is recalled more than once during the same three (3) hour period, he shall receive actual time worked during the second call-out only (effective July 1, 1988).
- B. Effective upon the signing of this Agreement, employees shall receive \$7.50 meal money upon completion of four (4) consecutive overtime hours contiguous with the employee's work day.

### XXIV. LAYOFF AND RECALL

- 1) The Township shall lay off employees in an inverse order of seniority, providing the remaining employees have the demonstrated ability and qualification to perform the remaining work as determined by the Township.
  - a. The Township may lay off an employee without regard to seniority if the employee in his most recent performance evaluation has a rating of unsatisfactory or less.
  - b. An employee may also be laid off without regard to seniority if upon a review by the Township Administrator, Department Head or supervisor, the employee's sick leave record shows a clear record of abuse of the sick leave privilege.
- 3) While seniority shall prevail during layoff procedures, the employee subject to layoff may, at his/her discretion, replace another employee in a lower qualification if the biddable qualifications are met for that particular job.
- 4) Employees on layoff shall be recalled in the order of seniority providing that those recalled have the demonstrated ability and qualifications to perform the available work as determined by the Township.
  - a. If in the event of recall, the vacancy that exists is in a lower classification than from which the employee was laid off, the employee has the right to

accept that position at the highest step of pay for that particular position.

- 5) Seniority shall terminate upon:
  - a. discharge;
  - b. voluntary quitting;
  - c. layoff for a period of one year or more;
  - d. failure of employee to accept and report to work within one (1) week of notification of his recall by certified mail delivered to his last address as provided by the employee at the time of his layoff.
  - e. the employee obtaining a leave of absence through false, misleading statements.
- 6) The period of layoff shall not constitute a break in service, but the period of layoff shall not be credited to the employee's record for all related benefits.

# XXV. BLOOD DONATION

An employee donating blood during working hours as part of a Township Blood Drive, shall be permitted two (2) hours compensatory time. The time to be taken will be scheduled with the approval of the Director.

# XXVI. FUTURE NEGOTIATIONS

On negotiations for a successor contract, the parties agree that if they reach an impasse on any terms and conditions of employment, the same will be submitted to the mediator/fact finder to be selected pursuant to the rules of PERC.

# XXVII. SEPARABILITY AND SAVINGS

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

# XXVIII. FULLY BARGAINED AGREEMENT

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

# XXIX. TERM OF CONTRACT

The term of this agreement shall be for a period of three (3) years from January 1, 1988 to December 31, 1990.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers on the day and year first above written.

ATTEST:

Kathleen Thorpe, Township Clerk

TOWNSHIP OF SOUTH BRUNSWICK

Warren E. Monroe, Jr., Ma∳or

ATTEST:

SOUTH BRUNSWICK PUBLIC WORKS EMPLOYEES ASSOCIATION

Charles Smith, Secretary

Mhones Ferenski President

### APPENDIX A.

		1/1/88		1/1/89		1/1/90	
		Min.	Max.	Min.	Max.	Min.	Max.
35	Laborer Laborer Sr. Meter Reader Meter Reader Sr. Animal Warden Equip. Oper. Animal Warden Br. Equip Oper. Sr.	8.81-12	. 83	9.38-1 ,	.3.67	9.9	9-14.56
36	Sewer Mntc. Man Heavy Equip. Oper. Sewer Mntc. Man Sr. Heavy Equip. Oper. Sr.	10.35-13	3.14	11.02-	-14.00	11.7	4-14.91
	Senior	13.73	3	14.	63 ;	. 1	5.58
38	Hvy. Equip. Oper. II Equip. Mntc. Mechanic Water Mntc. Man Hvy. Equip. Oper. II S Equip. Mntc. Mechanic Water Mntc. Man Sr.	r.	3.98	11.81-	-14.89	12.	57-15.86
	Senior	14.61		15.	56		16.57
41	Veh. Mntc. Foreman Section Foreman Veh. Mntc. Foreman Sr.	12.41-15	5.52	13.21-	16.53	14.	07-17.60
	Senior	16.22	!	17.	27		18.39

A. As part of the merging of many titles into category 35, the parties have intentionally left out a line item for senior position and merged what was the senior position salary for that category into the salary range. It is specifically understood by the parties that such action benefits those employees who currently are at the maximum in category 35.