

2790

RESOLUTION R95-227
EAST WINDSOR TOWNSHIP
MERCER COUNTY

WHEREAS, a result of negotiations, Teamsters Local #676 and the Township of East Windsor have reached agreement on the terms and conditions of employment.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of East Windsor, in the County of Mercer, State of New Jersey as follows:

1. The Mayor and Municipal Clerk are hereby authorized and directed to execute the 1994-1995-1996 agreement with the Teamsters Local #676.

2. A copy of the said agreement will be available for public inspection in the office of the Municipal Clerk.

I hereby certify the foregoing to be a true copy of a resolution adopted by the East Windsor Township Council at a meeting held on *Oct 24, 1995*

Elizabeth G. Nolan
Elizabeth G. Nolan
Municipal Clerk

A G R E E M E N T

Between

TOWNSHIP OF EAST WINDSOR

And

TEAMSTERS LOCAL UNION NO. 676

Affiliated with the International
Brotherhood of Teamsters Chauffeurs,
Warehousemen and Helpers of America, AFL/CIO

POLICE DISPATCHERS
AND
CLERICAL PERSONNEL

EFFECTIVE DATES:

JANUARY 1, 1994
up to and including
DECEMBER 31, 1996

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PREAMBLE

This Agreement, entered into by and between East Windsor Township, hereinafter referred to as the Employer, a municipal corporation of the State of New Jersey, and the Teamsters Local No. 676, affiliated with the International Brotherhood of Teamsters, AFL/CIO, hereinafter referred to as the Union, represents the complete and final understanding on bargainable issues between the aforementioned parties.

WITNESSETH

Whereas, this Agreement is designed to promote and maintain a harmonious relationship between East Windsor Township and its employees who are within its provisions in order that a more efficient and progressive public service may be rendered by both; and

Whereas, the well-being of employees and efficient administration of the Township are benefited by providing a clear statement of the contractual rights of employees;

Now, therefore, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION

The Township, pursuant to the New Jersey Public Employment Relations Commission, Docket No. RO-87-138, recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining negotiations for all employees of the East Windsor Township Police Department excluding all Radio Officers In Charge, Administrative Secretary, Confidential, Professional, Supervisory, Police and Craft employees, EMT employees, Crossing Guards and Matrons within the meaning of the Act.

ARTICLE 2

MANAGEMENT RIGHTS

The Township, in conformance with law, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, and those rights, authority, duties and responsibilities not made specifically part of this contract.

ARTICLE 3

ANTI-DISCRIMINATION

Neither the Township nor the Union shall, by reason of race, creed, color, age, national origin, ancestry, physical disability, political belief, marital status, sex or by reason of Union membership or non-membership, discriminate against any person who is qualified and available to perform the work to which the employment relates.

ARTICLE 4

UNION RIGHTS

Section A Access to Premises.

Authorized agents of the Union shall have access to the Township premises at any time during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to. Non-employee agents shall notify management prior to their arrival.

Section B Inspection of Payroll Records.

Whenever a complaint is made concerning the wages, vacations and/or holidays of an employee, the complaining employee and the union shall have the right to inspect the Township's payroll and time records during the Grievance Procedure.

Employees requesting to review Payroll shall make such requests through the regular chain of command.

Section C Shop Steward.

The Township recognizes the right of the Union to designate shop stewards and alternates from the Township's seniority list. The authority of shop stewards and alternates so designated by the union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Township or the Township's designated representative, in

accordance with the provisions of the Collective Bargaining Agreement.

2. The collection of dues and fees when authorized by Local Union resolution.

3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information have been reduced to writing; or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Township's business.

Shop stewards and their alternates shall perform their regular duties.

Section D Investigation of Grievances by Shop Steward.

Shop Steward(s) shall be permitted to investigate, present and process grievances on the property of the Township during his normal tour of duty without loss of time or pay.

ARTICLE 5

CHECK-OFF

The Township, during the life of this Agreement, agrees to make deductions for the convenience of the Union and its members of regular monthly Union membership dues and fees. The Township will only make such deductions from the wages of each employee who voluntarily signs an "authorization card".

Deductions for regular monthly membership dues and fees will be made from each pay period of each month, from the wages of each such employee receiving a pay check for that period, and shall be applicable to the dues and fees for that month only, except that if any such employee does not receive a pay check for that period, but does receive a pay check on the dues deduction pay day of the succeeding month, the deduction will be made on the latter pay day, provided that no more than two (2) months dues and fees will be checked off on any one pay day.

All deductions of Union membership dues and fees shall be paid to the local Union Treasurer, together with a list showing the names of the employees from whose pay deductions were made and the amount of each.

The Union agrees to notify the Township of the official amounts of regular union membership dues and fees to be deducted.

Such notification by the Union is to be in writing and signed by the Union President/or Secretary/Treasurer.

Should any change occur during the term of this Agreement, the Union shall notify the Township in writing of such change thirty (30) days before any change in the amount of said deductions.

Any dispute which may arise as to whether an employee properly executed or revoked his "authorization for dues check-off" shall be subject to the grievance procedure.

ARTICLE 6

AGENCY SHOP

It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P.L. 1941, c. 100, C. 34:13A-1, et seq.) shall take effect. Those employees of East Windsor Township that are in the bargaining unit on the effective date of this Agreement who do not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction.

The maximum representation fee in lieu of dues assessed non-members in any dues year shall be the lower of:

1. Eight-five percent (85%) of the regular membership dues, fees and assessments charged by the Union to its own members.
2. Regular membership dues, fees and assessments charged by the Union to its own members reduced by the percentage amount spent during the most recently completed fiscal year by the Union and any affiliate of the Union which receives any portion of the representation fees in lieu of dues paid or payable to the Union on

benefits available to or benefitting only its members and in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment. The amount shall be based upon the figures contained in the statement provided non-members prior to the start of the dues year in accordance with N.J.A.C. 19:17-3.3(a)11. Provided further that the Union shall annually recalculate its representation fee in lieu of dues.

The Union's entitlement to the representation fee shall be contingent upon the establishment and maintenance of a demand and return system as set forth in N.J.S.A. 34:13A-1 et seq. Payment of the representation fee in lieu of dues shall be made to the Union during the term of the collective negotiation agreement affecting such non-member employees and during the period, if any, between successive agreements so providing, on or after, but in no case sooner than the 13th day following the beginning of an employee's employment in a position included in the appropriate negotiations unit, and the 10th day following re-entry into the appropriate unit for employees who previously served in a position included in the appropriate unit who continued in the employ of the Township in an excluded position and individuals being re-employed in such unit from a re-employment list. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any

action taken or not taken by the Employer in conformance with this provision.

The Union shall intervene in, and defend any administration or court litigation concerning this provision.

ARTICLE 7

SENIORITY

Section A Employment Categories.

All employees shall be classified into one of the following categories:

Full-Time

A permanent employee appointed to a regular Township position, who has served the requisite probationary period, who regularly performs assigned recurring duties each week for thirty-five (35) hours (Clerical) or forty (40) hours or forty (40) hour equivalent schedule (Radio Officer) and who receives all rights and benefits.

Part-Time

A permanent employee appointed to a regular Township position working fewer than the normal full-time weekly work hours but not less than twenty (20) hours on a schedule that extends throughout the year, who has served the requisite probationary period and who is eligible for benefits, some of which are on a pro-rated bases and some of which are on a Payroll deduction.

Hourly

An employee working on an hourly basis who is not eligible for paid benefits or seniority rights. An employee is considered hourly who is hired for seasonal or temporary work either full-time for a fixed duration or part-time for a fixed duration and who is not eligible for benefits.

Probationary

All employees are considered probationary until they satisfactorily complete the requisite probationary period and attain permanent status.

Section B.

1. Seniority rights for employees shall prevail at all times. Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. An Employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by Township authorized physician, or layoff.

2a. The seniority of an employee who transfers from one category to another (for example, part-time to full-time) shall be calculated from the time of the transfer, except as the seniority relates to vacation and longevity benefits already being received by that employee.

2b. Persons who transfer to employment with East Windsor Township continuous from permanent full-time employment with the New Jersey state government, any county or municipal government agency in New Jersey or any local or regional public school system in New Jersey are eligible, upon appointment in East Windsor, for additional seniority benefits. For the purposes of determining the amount of vacation and longevity payments due an employee, seniority shall include employment with the Township plus previous

full-time continuous employment the State of New Jersey or any political subdivision or school district in the state. Such employment must have been as a full-time permanent employee in good standing and must have been continuous, except that short-term discontinuities shall be waived if the employee did not accept any other employment or compensation other than unemployment or public assistance payments during the interim. This benefit shall not apply to calculation of seniority for purposes of determining eligibility for promotion or for credits during a reduction in force, unless required by State law.

Section C.

All seniority shall be lost and employment terminated if any of the following occur:

1. discharge with cause as set forth in Article 11;
2. resignation; retirement;
3. failure to return immediately upon expiration of authorized leave;
4. absence for five (5) consecutive working days without leave or notice;
5. engaging in any other employment during a period of leave;
6. employees who have been on layoff status in excess of two (2) years.

Section D.

The designated shop stewards shall have the top seniority for purposes of layoff and recall only. If the shop steward resigns or fails to hold his position, his seniority position will revert immediately to the seniority date which he would have had if he had not held the position of shop steward.

Section E Job Openings.

All job openings or vacancies shall be posted by the Township on the employee's bulletin board for a period of fourteen (14) consecutive calendar days. Any employee wishing to bid for the opening or vacant position shall do so in writing by signing the posting.

All openings or vacancies shall be filled according to seniority, providing the employee is qualified. Each employee shall have a qualification period. If an employee is disqualified or voluntarily gives up the promotion, transfer or demotion, he/she shall be allowed to resume his/her former position without penalty.

ARTICLE 8

SENIORITY RANK AND POSTING

Once each year, during the first quarter of the calendar year, the Township shall compile and submit to the Union in writing, and then post in a conspicuous place, a seniority list or lists from regular payroll records. Any employees hired after said posting shall have their names added to this list, in order or date of hiring, and the Union shall be notified of such addition. Any controversy over the seniority standing of any employee on the seniority list or lists shall be submitted as a grievance within thirty (30) days after posting after which the list shall become binding. After an employee has completed his probation period he shall gain seniority status, his seniority date on the seniority list shall revert to the first day of his employment.

ARTICLE 9

PROBATIONARY PERIOD

Each employee of the Township who becomes a new member of this bargaining unit shall be subject to a probationary period of employment during which time said employee may be discharged by the Township with or without cause. The length of this probationary period shall be six (6) months from the date of employment by the Township, with the option of the Chief of Police to extend for six (6) months. Commencing on the first day of employment, the employee shall receive all Health Care Benefits, except dental and other optional benefits, and commencing on the 61st calendar day following employment with the Township, the employee shall be entitled to all other provisions of this agreement, except that probationary employees may not utilize the provisions of Article 11 hereof to protest their terminations.

ARTICLE 10

LAYOFF AND RECALL

Section A Notification of Recall.

The Township, when recalling laid-off employees, shall recall on the basis of seniority and shall send a registered letter to the employee's last known address (as indicated on the employee's record) and the employee shall have three (3) days from receipt of such notice to respond to such recall notice. If the employee fails to report to work within a seven (7) day period, he may be terminated. If he then is rehired, he shall be considered a new employee without his former seniority.

Section B Notice of Layoff.

The Township agrees to give forty-five (45) working days notice whenever making permanent layoffs, to the Union and the Shop Steward and the employee. Notice must be given in writing. Where such required notice is not given, the Township shall pay the employee forty-five (45) working days wages in lieu thereof.

Section C Layoff-Recall Procedure.

Layoff is the separation of a permanent employee from a position for reasons other than delinquency or misconduct. Job title of employees subject to layoff will be determined by the manager with the approval of council.

Section D Order of Layoff.

Layoff of permanent employees shall be in the order of seniority with the last employee hired as the first laid off.

1. Bumping.

a. Employees given notice of a layoff or who have been bumped by employees who have been given such notice have the right to consider bidding for and bumping into other municipal positions presently held by employees with less seniority.

b. Employees who bump to lower classifications shall receive the rate of pay specified for the lower classification.

c. An employee may only bump into a position where he or she has the ability and background to properly learn the new job within a reasonable period as determined by the Township Manager.

2. Bidding After Bumping.

If, within a two year period from the date an employee has bumped or has been bumped and has assumed a new position, his or her old job title opens as a full-time position, the employee will be given first right to bid on the open full-time position. Seniority shall be used to determine who shall be the successful bidder if more than one in this status has expressed interest.

Section E Rehiring.

All employees who have been laid off shall have the first right to be re-employed in the same job title or a job title for which he or she is qualified or can be trained within a reasonable time to be qualified should a position in that job title open. The Township shall not employ new applicants until those on layoff status have exercised these rehiring rights within a reasonable period. The right to be rehired shall extend for a period of two

years from the date of termination but may be extended by the Township Manager if warranted. For purposes of seniority calculation, the layoff period shall be computed as time credited toward seniority. Seniority shall be used to determine who shall be rehired if more than one employee on layoff status has expressed interest in a given open position.

Section F Transfers.

Employees who desire to transfer voluntarily within the Township may do so if a position vacancy exists, and the supervisor of the vacant position finds the employee qualified and the Township Manager approves.

Employees whose service in a given position is no longer required or who can be better utilized in a different position temporarily or permanently, may be transferred involuntarily to a different position.

It may be in the best interests of the Township and the employee for the employee to be assigned to a different position.

A probationary period of two months will be mandatory following transfers. Permanent status and anniversary date will not be affected by transfers.

Under certain circumstances, a transfer may involve a decrease in pay. An employee transferred involuntarily for administrative reasons shall suffer no loss of pay.

ARTICLE 11

DISCIPLINE AND DISCHARGE

Section A

No permanent employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay. Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be promptly heard.

Section B

Except in the case of immediate dismissal for the causes set forth below, no employee may be dismissed or suspended for his first offense but shall receive at least one written warning for each different offense. The parties agree that causes for dismissal without first discussing the matter with the Business Agent shall be the following:

1. Calling or participating in any strike, work stoppage, slowdown, sick-out, walk-out or like action;
2. Drunkenness, established during working hours, or being under the influence of alcohol during working hours;

3. Theft or dishonesty;

4. Assault on Township employees or Township representatives;

5. Possession and/or use of drug or substance in violation of and as defined in N.J.S.A. 24:21-1 et seq., or N.J.A.C. 2C:35-1 et seq.

6. Conviction of federal, state and/or municipal criminal offense.

In each instance, the Employer shall promptly notify the Shop Steward of the action taken in writing with a copy to the Union. The parties agree that any action taken dismissing or suspending may be subject to the Grievance Procedure and arbitration as provided in this Agreement.

ARTICLE 12

RULES, REGULATIONS AND SAFETY CODE

The Township may establish such reasonable rules as it deems necessary or desirable provided that such rules are not in conflict with the terms of this Agreement. A copy of such rules shall be sent promptly to the Union. Police Radio Officers shall be governed by the rules of the Police Department and the Clerical Employees shall be governed by the rules governing non-police personnel.

ARTICLE 13

GRIEVANCE PROCEDURE

Section A Purpose.

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.

Section B Definitions.

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement, policies, agreements and administrative decisions affecting the terms and conditions of employment, and shall be raised by an individual, the Union on behalf of an individual or group of individuals, or the Township.

Section C Steps.

Except for a grievance not involving an employee, a grievance shall be filed in writing within five (5) working days of its alleged occurrence and be processed in accordance with the following steps:

1. Verbally between the aggrieved employee, with his Steward, and his Supervisor (The Commander of Service Division). If no satisfactory resolution is reached within three (3) working days, the employee may submit the grievance, in writing, to the second step within five (5) working days from the verbal answer.

2. A meeting between the aggrieved employee with the Steward and the employee's immediate supervisor shall be held

within ten (10) working days following the day the written grievance was filed. If no satisfactory agreement is reached within three (3) working days after the meeting, or after the expiration of the foregoing ten (1) working day period, then

3. Non-employee grievance shall begin at this step. A meeting between the aggrieved employee, with the Steward, and the Chief of Police scheduled by the Chief of Police within ten (10) working days following the day the Step One meeting is held, or after the expiration of the foregoing ten (10) working day period, then

4. A meeting between a Business Agent of the Union with the Steward in conference with the Township Manager or his (her) designated representative(s) at a time to be fixed by mutual agreement between the Township Manager or his designated representative and the Business Agent of the Union.

Should no acceptable agreement be reached within an additional ten (10) working days, then the matter may be referred to arbitration by the Township or the Union Only.

Either the Union or the Township may have witnesses whose testimony is relevant at the Step Three and a Step Four meeting. A witness attendance will be limited, however, to the time required to present his testimony.

Section D Arbitration.

If the grievance is not settled in the foregoing steps, then either party may, with written notice to the other, within ten (10)

working days after the answer to Step Four, submit said grievance to the New Jersey State Board of Mediation for selection of an arbitrator. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The arbitrator's decision shall be based solely on this Agreement. The arbitrator shall set forth his findings and award within thirty (30) days after the closing of the arbitration hearing. The arbitrator's findings and award shall be in writing and shall be final and binding on the parties. Each party shall bear the expense of its representatives and witnesses. The fees and expenses of the Arbitrator shall be borne equally by the parties.

Section E Time Limits.

If a grievance is not appealed from one step to the next step or to arbitration within the time limits specified for each step, or as mutually extended, the grievance shall be considered settled on the basis of the last decision of the Township and shall not be eligible for further appeal.

ARTICLE 14

LEAVE OF ABSENCE WITHOUT PAY

Section A Personal.

Upon written request of an employee, leaves of absence without pay and without accrual of payment of fringe benefits shall, at the Township's discretion, be granted to an employee who has established valid justification for such leave. The Township will endeavor to grant such leaves of absence in a consistent manner. Such a leave of absence shall not exceed thirty (30) days unless extended at the discretion of the Township.

Section B Maternity and Paternity.

Maternity and Paternity leaves shall be governed by the applicable provisions of New Jersey and Federal law including the Family Leave Act, N.J.S.A. 34:11B-1 et seq. and the Family Leave Act, 29 U.S.C. §2601, et seq., as each may be applicable.

ARTICLE 15

TIME OFF FOR UNION ACTIVITIES

The Employer agrees to grant the necessary time off without discrimination or loss of seniority and without pay to the shop steward designated by the Union, in writing, to the Employer, to act as an elected Union Officer, Business Agent, Organizer, or to attend a Labor Convention not to exceed two (2) weeks per annum.

Permission for such time off must be requested of the Chief of Police, in writing, at least four (4) weeks in advance.

ARTICLE 16

SICK LEAVE

Section A

Employees in the bargaining unit on a 35 hour per week schedule shall be allowed 105 hours of paid sick leave per calendar year and employees on a 40 hour per week, or 40 hour per week equivalent scheduled shall be allowed 120 hours of paid sick leave per calendar year. Paid sick days shall be deducted based upon the employee's normal working hours for the day, i.e., seven (7), eight (8) or eight and one-half (8 1/2) hours.

Sick leave days shall be accumulated without limitation and shall be pro-rated on a monthly basis. Part-time employees accrue credit on a pro-rated basis.

Section B

Sick leave is defined as temporary inability to perform one's duties by reason of illness, injury or disease. Sick leave may be taken in the event of personal illness or illness in the immediate household that requires attendance by the employee, observance of quarantine, or as a result of a disabling injury. For purposes of sick leave, immediate household shall include, parent, spouse or child of the employee, or other person residing in the employee's household.

The smallest unit of time that may be charged to sick leave shall be a half (1/2) a day, except for pre-scheduled medical

appointments or illness on duty, for which lesser amounts of time may be taken by advance permission of the Chief of Police.

Section C

Employees must present evidence of illness or injury only after three (3) consecutive days leave. Any single-day incident of sick leave before or after a holiday or vacation must be supported by a physician's note.

Section D

In the event of work-related illness or injury, the employee shall retain his rights pursuant to the Worker's Compensation Act and not be required to utilize his/her sick leave.

Section E Accumulation of Unused Sick Leave Credits.

Unused sick leave credits may be accumulated and carried forward from year to year, to a total of 50 weeks accumulation, 1750 hours for thirty-five (35) hour schedules and 2000 hours for forty (40) hour or forty (4) hour equivalent schedule. Employees will be compensated for their unused sick time at their current rate of 40% for a maximum payment of \$7,500.00 at the time of their retirement.

Section F Overdraw of Sick Leave Credits.

For a partial year worked prior to termination, sick leave credit shall be 3/4 hours per month for thirty-five (35) hour schedules and ten (10) hours per month for forty (40) hour or forty (40) equivalent schedules, for each full month worked. If, upon termination, an employee has used more sick leave than entitled to,

the Township will deduct from the final pay an amount equal to the rate of pay for the hours of sick leave taken in excess of the number earned.

Section G

An employee who has exhausted the balance of sick leave credits may, with the Chief of Police's approval, charge the excess days of absence to other credits, i.e., vacation leave if available. If not, excess time absent shall be charged to leave of absence without pay.

Section H Extended Illness.

In cases of extended illness, when an employee may not work on doctor's orders, employees will be required to present periodic progress reports from their physicians and to be reviewed by the Township's physician at the request of the Chief of Police.

Section I

Any non-probationary employee with at least six (6) months seniority shall be granted a temporary leave of absence for disability and will continue to receive paid medical benefits for up to six (6) months while on leave.

Section J Reporting of Sick Leave Absence.

Each employee is required to notify the department head at least one (1) hour before starting time or a reasonable time in the case of an emergency on each day of absence. Failure to give notification as required may result in loss of sick leave credit

for that day and may constitute cause for disciplinary action. Failure to report absences from duty for one working week shall constitute a resignation, not in good standing.

ARTICLE 17

FUNERAL LEAVE

Section A

When a death occurs in the immediate household of an employee, such employee shall be granted up to five (5) working days leave without loss of pay. Proof of death may be required.

An employee's immediate household shall be considered as husband, wife, son, daughter, mother, father, grandmother, grandfather, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-child, to include foster child residing in the employee's home, grandchildren or other person residing in the household.

Section B Death in Family.

In the event of the death of an employee's aunt, uncle, niece, nephew, or cousin, an employee, when scheduled to work, will be granted on (1) day off with pay plus two (2) additional days, if needed, for long distance travel.

Section C

An employee needing additional time may utilize accumulated sick or vacation time upon approval of the Chief of Police.

Section D

Leave without pay for death of anyone else not herein listed, may be granted by the Chief of Police.

ARTICLE 18

JURY DUTY

A regular full time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall suffer no loss of salary. To qualify for full pay, the employee (1) must notify his supervisor immediately upon receipt of a summons for jury service; (2) not voluntarily seek jury service; and (3) shall reimburse the Township for wages received for jury service. No reimbursement of wages will be made for jury service during holidays or vacations.

ARTICLE 19

BULLETIN BOARD

The Township shall provide the Union with a 3' x 3' bulletin board to be attached to a wall in the Staff Lounge on the Township's premises for the purpose of posting of notices relating to Union meetings and office business only or other locations subject to the approval of the Chief of Police.

ARTICLE 20

WORK PERFORMED BY COVERED EMPLOYEES

All work performed in any classification covered under this Agreement shall first be offered to employees covered under this Agreement; and no work under any classification covered by this Agreement shall be offered to either the Employer or the Employer's representatives, or any other person or employees unless sufficient unit employees are not available. . . Offering work to non-unit persons shall not cause reduction of the unit or deprive any unit employee of compensation. The Chief or Supervisor may intervene in the operations, but not to the extent of replacing a unit employee if available.

ARTICLE 21

SEVERABILITY OF AGREEMENT

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

ARTICLE 22

SUPERSEDING CLAUSE

This Agreement supersedes any and all other agreements and practices dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

ARTICLE 23

FULLY BARGAINED PROVISIONS

Section A

This Agreement incorporates the complete and final understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with regard to any matter whether or not covered by this Agreement and whether or not within the knowledge and contemplation of the parties at the time of negotiation and execution of this Agreement.

Section B

This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by the parties hereto.

ARTICLE 24

PAY FOR TIME IN COURT

Each employee required to appear in court relating to matters arising out of the performance of his duties shall be compensated for all time spent on the time clock.

ARTICLE 25

CLOTHING, UNIFORMS AND MEAL ALLOWANCE

Section A

Effective January 1994, the Township, at its expense, shall furnish all Police Radio Officers covered under this Agreement with uniforms. The following shall consist of the initial issue for each employee:

- 4 Long Sleeve Shirts Light Blue 65%/35%
- 4 Short Sleeve Shirts Light Blue 65%/35%
- 4 Pairs of Trousers Black
- 3 Ties striped with colors to coordinate Shoes
- Name Tags
- 1 Belt Black Leather 1¼" with nickel buckle

Yearly, thereafter, each employee shall receive:

- 2 Pair Trousers
- 2 Winter Shirts
- 3 Summer Shirts
- 1 Tie
- 1 Pair of Shoes

Male employees shall be issued "male cut" uniforms and female employees shall be issued "female cut" uniforms.

Section B Meal Allowances.

Meals during emergencies shall be provided by the Township.

ARTICLE 26

VACATIONS

Section A

Each employee covered by this Agreement shall be entitled to an annual vacation leave with pay each calendar year in accordance with the following schedule:

1. All employees working thirty-five (35) hour work weeks shall be entitled to seventy (70) hours paid vacation and all employees working forty (40) hour work weeks or forty (40) hour equivalent schedules shall be entitled to eighty (80) hours paid vacation. Vacation for part-time employees will be pro-rated on an hourly basis determined by their regular schedule. Vacation will be accrued monthly from the date of hire. Vacation taken will be charged according to the number of hours in a regular work day and the work week schedule in effect.
2. All employees working a thirty-five (35) hour work week, with sixty (60) months or more of seniority, but less than one hundred and nine (109) months will be entitled to one hundred and five (105) hours of paid vacation and employees working forty (40) hour work week or forty (40) hour equivalent schedule will be entitled to one hundred and twenty (120) hours paid vacation. Part-timers shall be pro-rated accordingly.

3. All employees working a thirty-five (35) hour work week with 109 months or more of seniority will be entitled to one hundred and forty (140) hours of paid vacation and all employees on forty (40) hours per week or forty (40) hour equivalent schedule will be entitled to one hundred and sixty (160) hours paid vacation. Part-timers will be pro-rated accordingly.

Section B

Accumulation of annual vacation leave from year to year is permitted, however, such a carry over shall not exceed one hundred and seventy-five (175) hours for employees with a thirty-five hour a week schedule and two hundred (200) hours for employees with a forty (40) hour per week or forty (40) hour equivalent schedule.

Section C

An annual vacation leave schedule shall be prepared in accordance with Rules and Regulations, with senior employees having first preference to choose.

Section D

A "vacation day" shall be construed to mean one (1) working day and shall not include those which he otherwise would normally have off during the course of any given work week.

Section E

Vacation may be taken at any time during the year subject to the Rules and Regulations.

Section F

Accrued vacation leave shall be compensated for at the rate of pay at which it was earned when the employee is terminated, either voluntarily or involuntarily, from the Township service. The employee must submit a written resignation at least two (2) weeks in advance to the department head in order to be compensated for unused vacation time. Vacation time may be taken prior to termination if sufficient notice is given in advance of termination date to provide at least two weeks working time.

Section G

Any official holiday occurring during an employee's vacation leave period will not be counted as a day of vacation leave used.

Section H

Vacation may not be taken during the first six months of employment.

Section I

At the beginning of the new calendar year, in anticipation of continued employment for the full year, each employee will be credited with the amount of vacation expected to be earned that year. If, upon termination, an employee has used more vacation than entitled to, the Township will deduct from the final pay an amount equal to the rate of pay for the days of vacation taken in excess of the number earned.

Section J

Before taking vacation, an employee may receive an advance paycheck for a payday that falls during the scheduled vacation. Such payments must be requested when time sheets are submitted for the last regular paycheck prior to vacation except where vacation falls in a different year than the request.

Section K

The smallest unit of time that may be taken as vacation is half ($\frac{1}{2}$) a day.

ARTICLE 27

PERSONNEL FILES

Section A

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Township.

Section B

Upon advance notice and at reasonable times, any employee may review his personnel file. This appointment for review must be made through the Chief of Police.

Section C

Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

Section D

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

ARTICLE 28

TERMINATION COMPENSATION

Section A

In the event of any employee's death, his estate or legal representatives shall be paid for all accumulated holidays, vacation leave and sick leave accrued pursuant to the terms of this Agreement at the rate of pay earned by such deceased employee at the time of his death.

Section B

Employees shall receive pay for all pro-rated accumulated, unused holidays, vacation leave and sick leave in the event of retirement or termination from Township employment. Any employee who is discharged pursuant to Article 11 shall not be entitled to benefits under this provision.

ARTICLE 29

TRAVEL EXPENSES

In connection with their official duties, employees shall be reimbursed at the rate of twenty-five cents (\$.25) per mile for all approved travel expenses while using a personal vehicle and shall be reimbursed for travel from the Township Police Headquarters to their destination in connection with their official duties.

ARTICLE 30

TRAINING TIME

Section A

Employees will participate in training at the Police Headquarters, or such other places as may be required, and the employee shall be compensated for travel expenses in accordance with the provisions of Article 29.

Section B

The Township will use the employees on duty time when possible to fulfill the requirement for training purposes only.

Section C

Training time is not to be interpreted as including that time spent by the superior officers with an employee reviewing reports, evaluating an employee's performance, or other matters relating to an individual employee, but is intended to encompass instruction and training required by the Police Department as a whole or sections thereof.

ARTICLE 31

HOLIDAYS

Section A

All full-time permanent employees shall be entitled to thirteen (13) paid days off as holidays annually. These holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Day-After-Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section B

If the Township declares a holiday in addition to those set forth above, any employee who is required to work on such holiday shall be granted an additional day off at a later date, to be mutually agreed upon by the employee and the Chief of Police so as not to interfere with the daily operation of the Department.

Section C

Compensation for holidays shall be as follows:

1. If a holiday falls or is included in a scheduled shift, and the employee actually works on that holiday, he/she shall receive his/her schedule hours of pay at double time.
2. If a holiday falls or is included on a normal day off, the employee shall be compensated with an additional day off or holiday pay at the rate paid for a seven (7), and eight (8) or and eight and one-half (8½) hour day depending on regular schedule, at the employee's option.
3. If an employee is on a duty related injury leave, and that period of time falls on a holiday, he/she will receive one (1) day's pay for said holiday.

4. If an employee is on sick leave, and that period of time falls on a holiday, he/she will not be charged for the sick day, but will receive one (1) day's pay for said holiday.
5. An employee who is on vacation when a holiday is observed will be allowed one (1) extra day of vacation.
6. To be paid for a holiday, an employee must work the last working day before and the first working day after the holiday, unless excused by the department head in accordance with Township policy on sick leave.
7. For Clerical Employees, if a holiday falls on a Sunday, it will be observed the following Monday, and if a holiday falls on Saturday, it will be observed the preceding Friday.
8. If an employee is scheduled to work on a holiday and receives compensation in accordance with B(1) above, but is required to work overtime, as defined in Article 34B(1) on such a day, the employee shall receive triple time for all overtime worked on said holiday.

ARTICLE 32
COMPENSATION

Section A

Effective January 1, 1994, all bargaining unit members on Township's payroll shall receive an across the board salary increase of three percent (3%).

Section B

Effective January 1, 1995, all bargaining unit members on the Township's payroll shall receive a three percent (3%) increase.

Section C

Effective January 1, 1996, all bargaining unit members on the Township's payroll shall receive a three percent (3%) increase.

Section D

In addition to the amounts set forth above, each bargaining unit member may also receive effective July 1 of each given year, beginning July 1994, a pro rata increment increase in the amount of three percent (3%). However, the Township may withhold an increment increase for the following reasons:

1. Unexcused lateness, five or more times per increment period (July to June) and excessive and unexcused absences.
2. Abuse of sick leave.
3. Suspension during the increment period.

An increment may be withheld for the above listed reasons by the Township Manager upon the recommendation of the Chief of

Police. Any bargaining unit member for which the Township intends to withhold the increment shall be given written notice of such withholding together with the reasons therefor not less than ten (10) days prior to the effective date of the increment. Within five (5) days of receipt of said notice, any bargaining unit member may file a grievance in accordance with Article 13 of this contract.

Section E

Any increment that is denied shall continue to be denied in any future year's adjustments and increment. It being the intention of the parties to withhold any increment denied on a permanent basis and not to adjust an increment into future earnings, unless otherwise determined by the Township Manager. This shall not prevent the awarding of future increments. The Township Manager may restore an increment in future years if he/she determines that the employee's performance has improved so as to warrant restoration of the increment. The Township Manager may not arbitrarily withhold the restoration of an increment.

Section F

In order to be eligible for an increment increase in any given year, the bargaining unit member must have been employed as of January 1 of the year in which the increment was scheduled to be granted and shall not be a probationary, at the top of the range nor new hire as to set forth in Paragraph G below. Any bargaining unit member who was either not employed as of January 1 of the increment year and/or has not completed the probationary period,

shall not receive any increment increase until the following year.

Section G

Any new hire covered by this agreement shall be paid eighty-five percent (85%) of the amount established for the position.

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ARTICLE 33

LONGEVITY

Section A

In addition to salary as provided in Article 31, each employee shall receive a longevity payment in accordance with the following schedule:

<u>Service Time Completed</u>	<u>Longevity Compensation</u>
5 years and one month to 9 years	\$415.00
9 years and one month to 14 years	\$750.00
14 years and one month to 19 years	\$1,000.00
19 years and one month and over	\$1,290.00

Section B

Longevity payment will be made during the month of December on a pro-rata basis from the beginning of the calendar year to the anniversary date and from the anniversary date to the end of the calendar year, at the applicable respective longevity compensation rates.

Section C

Employees who leave the employment of the Township prior to receiving a longevity payment shall receive a pro-rated payment up to the date of termination at the time of termination.

ARTICLE 34

HOURS OF WORK AND OVERTIME

Section A Hours of Work.

Employees shall be scheduled for work in accordance with the following:

1. Police Radio Officers:

Police Radio Officers shall work a rotating schedule to include eight (8) consecutive hours per day on a twenty-eight (28) day cycle to include eight (8) days off. A forty (40) hour equivalent schedule may also be used, at the discretion of management, which is a rotating schedule of eight and one half (8½) consecutive hours per day, four (4) days of work followed by two (2) days off. However, to complete the forty (40) hour equivalent requirement, Radio Officers will be required to work seventeen (17) hours on regularly scheduled days off without additional compensation. Shifts shall be as established by the Chief of Police.

2. Clerical:

Clerical personnel shall work a schedule of seven (7) hours per day Monday through Friday, exclusive of a one hour (1) lunch period. The hours scheduled shall be as determined by the Township policy.

Section B Overtime.

1. Employees shall be entitled to receive overtime compensation at the rate of one and one-half (1½) times the employee's regular base rate of pay under the following conditions:

a. All hours paid for in excess of eight (8) hours or eight and one-half (8½) hours per day, depending on the schedule.

- b. All hours paid for in excess of forty (40) hours per week or the forty (40) hour equivalent schedule.
2. Employees shall be entitled to receive overtime pay at the rate of double their regular base rate of pay for all work performed on the seventh (7th) consecutive day of work or after forty-eight (48) hours (Police Radio Dispatchers) or forty-two (42) hours (Clerical) of work. All time paid for is considered time worked.
 3. Overtime work shall be distributed as equitably as possible among all employees who have been given a reasonable notice of one (1) hour in advance that overtime will be worked, except in cases of emergency.
 4. Overtime shall be paid currently as reported.
 5. In the event that an employee is called back to work outside of his/her regularly scheduled shift, he/she shall be paid at the rate of one and one-half (1½) times the employee's regular base rate of pay for all hours paid for with a minimum of two (2) hours for each call back.
 6. In the event an employee is called back to work outside of his/her regularly scheduled shift for the purpose of attending court, he/she shall be paid a minimum of two (2) hours pay, with all hours worked being compensated at the rate of one and one-half (1½) times the employee's regular base rate of pay.
 7. Employees required to work in excess of two (2) hours overtime in any one (1) day shall be afforded a fifteen (15) minute break

period on Township time. Any employee required to work in excess of twelve (12) hours in any one (1) day shall be entitled to an additional twenty (20) minute break on Township time.

8. All time worked shall be paid for when worked. There shall be no compensatory time in lieu of time worked pay.
9. An employee shall be given 72 hours notice of a schedule change. An employee's schedule may not be altered more than four (4) hours before the scheduled shift or four (4) hours after the end of the regular scheduled shift.

ARTICLE 35

LAYOFF

Section A

If a full-time employee is laid off for more than six (6) months, he is to be paid for any earned accumulated vacation time pro-rated for the current year in addition to the following schedule:

1. Six (6) through ten (10) years of service
Four (4) weeks severance pay.
2. Eleven (11) through fifteen (15) years of service
Six (6) weeks of severance pay.
3. Sixteen (16) or more years of service
ten (10) weeks of severance pay.

ARTICLE 36

RESIGNATION

Section A

If an employee gives two (2) weeks notice when he intends to resign, he shall be paid for any accrued vacation time provided the employee works the full two weeks prior to the effective date of the resignation.

Longevity shall be pro-rated for the current year, if applicable.

Section B

If the employee does not give the proper (2) weeks notice of his intention to resign, or fails to work the full two weeks, he/she shall not be entitled to any payment under Section A above.

ARTICLE 37

LIABILITY INSURANCE

Section A

The Township agrees to cover all employees with False Arrest and Liability Insurance in the amount of two hundred fifty thousand (\$250,000.00) dollars.

Section B

Whenever an employee is a defendant in any action or legal proceeding arising out of, or incidental to, the performance of their duties, the Township shall provide said employee with legal representation for such action or proceeding. This does not include legal representation for their defense in a disciplinary hearing instituted against an employee by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township or not arising out of their duties.

ARTICLE 38

MILITARY LEAVE

Section A

Every employee upon entering the Armed Forces of the United States shall be granted leave of absence until such time as he shall be honorably discharged from said office, position or employment by reason of his entry into such service. Such leave of absence shall be granted without pay.

Section B Summer Encampment.

In the event any employee covered by this Agreement, who is a reservist in the Armed Forces of the United States, is required to attend maneuvers or summer encampment, for a period not to exceed three months at any one time, the employer agrees to supplement his military pay with an amount sufficient to equal his regular weekly earnings at the straight time rate for his job classification; provided, however, that where it is necessary to employ a substitute to perform the duties of such employee during his absence, the amount of the compensation paid the substitute shall be deducted from the salary, wage, or compensation of any such employee.

ARTICLE 39

CONDITIONS OF WORK SAFETY

Section A

It is understood by the parties that it is the Township's intent to be governed by OSHA standards, STATE AND FEDERAL.

ARTICLE 40

HEALTH BENEFITS AND INSURANCE

Section A

The Township shall continue to provide each active employee, his spouse and eligible dependents, with a health benefit program which includes the following:

1. Hospitalization-Surgical Benefit Plan. A hospitalization-surgical benefit plan shall be provided containing coverage with no appreciable change from those provided as of the date of the signing of this agreement.
2. Major Medical Coverage. A major medical expense benefit plan containing coverage with no appreciable change from those provided as of the date of the signing of this agreement.
3. A dental program comparable to the present plan, fifty (%50) percent of which shall be paid for by the employee and fifty (%50) percent of which shall be paid for by the employer. Eligibility for this benefit shall be at the expiration of six (6) months from the date of employment.
4. Life insurance in the amount of five thousand (\$5,000.) dollars for the employee. The employee, after six (6) months employment may elect to add an additional ten thousand (\$10,000.) dollar life insurance, double indemnity policy, and the additional premium shall be paid fifty (%50) percent by the employee and fifty (%50) percent by the employer. This benefit shall not be contingent for retired employees.

5. The Township shall join and participate in a P.E.R.S. Contributions for each employee shall be in accordance with the terms of the P.E.R.S.

Section B

1. The Township shall provide hospitalization and surgical benefit plan and major medical coverage for each employee, retiring with twenty-five (25) years of Township service or to employees who have retired or will retire on a disability pension or to employees who are at least age 62 with at least 15 years of service with the Township, which benefit shall be fully paid for by the Township in accordance with Section A1 and 2, above.
2. Health insurance benefits will be provided in the event of a work related injury.
3. The Township may, at its option, change any of the existing insurance plans or carriers providing such benefits, so long as there is no appreciable change in the level of benefits provided to the employees or their eligible dependents. The Township further reserves the right, at its option, to self insure any of such plans or coverages so long as there is no appreciable change in the level of benefits provided to the employees and their eligible dependents. Prior notice must be made to the union of any change in the above-described benefits. The Union will receive 30 days notice.

Section C

When a Township employee is injured in the line of duty, the Township shall subject to the terms and conditions hereinafter set forth, grant the

employee up to one (1) years leave of absence with pay for a given injury, except that those injuries which result from employee activities which would give rise to a cause for either suspension or removal as enumerated in the agreement. It being the intent of the parties that an employee shall only be eligible for a one (1) year leave for any particular injury and that to be eligible for this benefit again the injury must be unrelated to any prior injury. In the event that the employee shall receive a temporary disability pursuant to the statutes governing worker's compensation laws of the State of New Jersey, or elsewhere, or shall received income benefits arising out of any policy of insurance paid for contributed to by the Township of East Windsor, such amounts received shall be deducted from the employee's weekly pay in order to determine the entitlement of that employee.

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ARTICLE 41

PAY PERIODS

Section A

All wages shall be due and payable in full every two (2) weeks, at the end of the shift on Thursday, but no later than twelve noon on Friday.

Section B

The pay period shall be 12:01 a.m. Sunday to 12:00 a.m. the following Saturday. Overtime worked after 7:00 a.m. on Saturday will be paid in the following pay period. Employees who are working the 11:00 p.m. Thursday until 7:00 a.m. Friday shift on the day paychecks are due, shall be able to receive their paychecks after the end of their shift at 7:00 a.m. Friday morning.

Section C

Only two (2) day's pay may be held by the Township. When the regular payday occurs on a holiday, the Township shall pay the employees on the regular work day immediately preceding the holiday.

With each paycheck, the employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 42

CREDIT UNION

The Township agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes, if the employee has provided the Township with a signed card so authorizing. Such deductions will only be remitted to the Credit Union once a month.

* * *

ARTICLE 43

CLOTHING CLEANING & MAINTENANCE OF UNIFORMS

Section A

Cleaning and Maintenance: The Township shall provide each uniformed employee with an annual cleaning and maintenance allowance of \$575.00 in 1994, \$625.00 in 1995 and \$675.00 in 1996. Part-timers shall be pro-rated based upon their regular schedule. Upon termination this amount shall be pro-rated.

Section B

Said payments shall be paid to the employee without the necessity of presentation of any cleaning, tailoring or alteration receipts. However, the Township, at the end of each calendar, contract period, but not later than January 31st of the succeeding year, may provide the employee with an Internal Revenue 1099 form as compensation paid to the employee.

In addition, a provision or understanding exists whereas the Township will provide tinted prescription glasses or computer tinted safety screen to protect the dispatchers from continued exposure to glare from the computers.

ARTICLE 44

TERM AND RENEWAL OF AGREEMENT

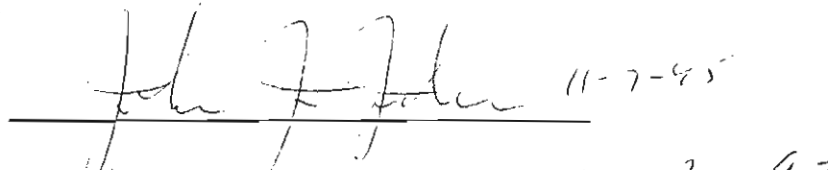
This Agreement shall be in full force and effect as of 12:01 a.m. January 1, 1994 and shall be in effect up to and including December 31, 1996. This Agreement shall continue in full force and effect from year to year thereafter, until supplanted by a successor agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at East Windsor, New Jersey, on this 24th day of October, 1995.

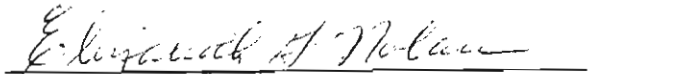
EAST WINDSOR TOWNSHIP

TEAMSTERS LOCAL UNION 676


RALPH BRADLEY, Mayor

 11-7-95
Vincent Brendano, V.P. Bus. Agt

ATTEST:


ELIZABETH G. NOLAN, Municipal Clerk

Attachment "A"

POLICE RECORDS CLERK

1994		1995		1996	
Min	Max	Min	Max	Min	Max
12.03	14.15	12.39	14.57	12.76	15.01

CLERK TYPIST

1994		1995		1996	
Min	Max	Min	Max	Min	Max
10.96	12.89	11.29	13.28	11.63	13.68

POLICE RADIO OFFICERS

1994		1995		1996	
Min	Max	Min	Max	Min	Max
14.55	17.12	14.99	17.63	15.44	18.16