

Contract no. 312

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18 GEIGER LANE
WARREN, NEW JERSEY 07059

January 29, 1992

Mr. Louis Goetting
South Brunswick Town Hall
Monmouth Junction Road
Monmouth Junction, New Jersey 08852

Re: South Brunswick Township
South Brunswick Public Works Association

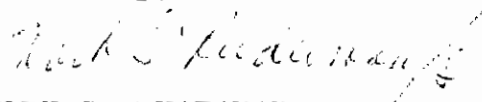
Dear Lou:

Enclosed which is for the second time what I hope is the final draft of this agreement. The following changes were made:

1. Page ii/posting procedure is added.
2. Article 11, Bereavement Leave, page 20, in paragraph B, the phrase "each full time employee" is added.
3. Article 17, Medical Health Benefits, page 37 & 38, the phrase "and hospitalization" is added in the second line of paragraph E and the first line on page 38.
4. Article 20, the title is changed to Job Openings/Posting Procedures, page 43. This last line on page 43, paragraph 4, is eliminated.
5. Article 22, Salary, paragraph 6, page 49, paragraph 7 & 8 are deleted.
6. Article 27, Maintenance of Personnel Records, the word medical is eliminated from the fourth line of paragraph E.

Please arrange for union signature.

Sincerely,



MARK S. RUDERMAN

MSR/dm

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WARREN, NEW JERSEY 07059

January 17, 1992

Louis Goetting
South Brunswick Town Hall
Monmouth Junction Road
Monmouth Junction, NJ 08852

Re: South Brunswick Township & South Brunswick
Public Works Association

Dear Lou:

Enclosed please what I hope is the final draft of this agreement. The following changes were made:

1. Table of Contents the pages were renumbered starting with Article XXI.

2. Article 17, Health Benefits, page 37, paragraph D is split into two paragraphs D & E adding the phrase "and family" in the third line of paragraph D and in paragraph E add the word "or retirees" in the first line and add the word "and hospitalization" at the end of the first sentence. Also in the second sentence "employee" is changed "surviving spouse" and the word "hospital" is added the word "medical".

3. Article 20, Job Posting, page 43, a new paragraph B is added which is what you agreed to in negotiations.

4. Article 22, Salary and Wages/Education Benefit, page 46 and 47, new sentences are added to paragraph 3 as follows:

A promotion or reclassification other than filling a vacancy or resulting at least 5% increase retroactive to January 1st not to exceed maximum hourly rate excluding senior position. Promotion into a vacancy will be

RUDERMAN & GLICKMAN, P.C.

Mr. Goetting
January 17, 1992
Page 2.

effective at the time of promotion with at least 5% wage increase not to exceed maximum hourly rate excluding senior position.

5. Article 32, Term of Contract, page 65, the President's name is changed.

6. Appendix A, the dates are changed at the top to 1991, 1992 and 1993.

Sincerely,

Mark S. Ruderman
MARK S. RUDERMAN
dm

MSR/dm

Contract no. 312

A G R E E M E N T

BETWEEN

SOUTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

AND

SOUTH BRUNSWICK PUBLIC WORKS ASSOCIATION

January 1, 1991 through December 31, 1993

LAW OFFICES:

RUDERMAN & GLICKMAN, P.C.
56 Park Place
Newark, NJ 07102
(201) 624-7755

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THIS AGREEMENT made this day of , 1991, 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

WITNESSETH

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:

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. MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, 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, including, but without limiting the generality of the foregoing rights:

1. The executive management and administrative control of the Township and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to make job descriptions, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required. The Township agrees to meet and confer with the Union of the subject matter of this paragraph.

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

4. To hire all employees, to promote, transfer, assign or retain employees.

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

6. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any national, state, county or local laws or regulations.

IV. 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, unless it is inconsistent with the terms of this contract in which case the contract shall control. 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.

V. 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 fifty (50) hours 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).

VI. 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. The Township retains the right to adjust the employee's work day in order to fulfill its management responsibilities but such adjustment shall not impinge on the length of the workweek or work day.

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

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) Compensatory Time

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. If an employee utilizes any of the forty (40) accumulated hours in any calendar year, he may then accumulate additional hours up to original forty (40) hour cap. 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. Such time may only be taken in blocks of four (4) hours or greater.

VII. VACATION LEAVE

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

<u>Days of Vacation</u>	<u>Years of Service</u>
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.

4) If the employees want to carry over vacation days, the employees must make such request by December 1st to the Department Head whose approval shall be in writing.

5) Vacation leave shall be pro-rated during first and last year of service.

6) Director's decision not to grant vacation days during probationary period shall not be grievable.

VIII. 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. Benefit at Retirement: Fifty (50) percent of accumulated sick time.

b. Benefit Upon Separation: 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. Benefit - Employee Death: 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.

b. An employee who as of the end of the year has 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 sixty-four (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.

3) Miscellaneous

A. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

B. An employee who calls in sick to engage in outside employment shall be subject to disciplinary action.

C. The incentive plan is only applicable to the fifteen (15) allotted sick days.

D. An employee must submit a physician's written certification upon request. Failure of the employee to submit the medical certificate could result in the sick leave absence being disapproved and the absence charged to absence without pay. A Department Head in an appropriate case may request an employee to submit to a medical examination at Township expense by a physician

selected by the Township for the purpose of establishing the degree of incapacity of an employee's ability to resume the duties of the position.

E. Verification.

1. Sick leave is hereby defined to mean absence from work because of personal illness, or illness of employee's family in his household who requires care. The employee may request sick leave for family residing out side of the home, if recommended by the Department Head with approval by the Administrator which shall not be unreasonably denied.

2. All full-time employees covered by this Agreement shall be granted sick leave with pay in the amount of one and one quarter (1 1/4) working days for every month of service during their first calendar year of service and last calendar year. New employees hired between the first and fifteenth of the month shall earn one and one quarter (1 1/4) days of sick leave for the first calendar month of their employment. New employees hired after the sixteenth of the month shall begin accruing sick leave as of the next calendar month. On January 1 of the next calendar year and on January 1 of every succeeding calendar year, the employee shall accrue fifteen (15) working days.

3. If, upon termination, an employee has used more sick leave than accrued the Township will deduct from the employee's last paycheck, an amount equal to the rate of pay for the sick leave taken in excess of the amount earned.

4. Medical verification may be required. Such shall not be arbitrary and capricious. If employee is sent to Township Doctor such expenses shall be paid pursuant to Paragraph 11.

5. An employee is required to notify the Department Head or his designed as early as possible, but no later than fifteen (15) minutes following the start of the scheduled work shift or a reasonable time in the case of an emergency. Failure to give notification, as required may result in loss of sick leave pay.

6. In charging an employee with sick leave, the smallest unit to be considered is one-quarter (1/4) of a working day.

7. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

8. Habitual unjustified absenteeism or tardiness may be cause for discipline up to and including discharge.

9. Any employee who calls in sick for the purpose of engaging in outside employment shall be subject to disciplinary action up to and including discharge.

10. Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.

11. Whenever the Employer is paying for medical reports pursuant to this Article, the employee agrees to submit expenses to his/her insurance company for reimbursement, partial or total; such monies being turned over to the Employer.

IX. PERSONAL DAYS/HOLIDAYS

A. The Township hereby designates the following holidays:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Election Day

Thanksgiving Day

Friday following Thanksgiving

Christmas Day

Floating Holiday (designated by the Township Committee effective 1992).

B. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

C. Should an official holiday occur while an employee is on sick or vacation leave the employee shall not have that holiday charged against sick or vacation leave.

D. All Employees shall receive three (3) personal days each year. A request for a personal day shall be submitted in writing

to the Supervisor and/or Department Head at least 2 days in advance except in emergency with verification of such emergency by the supervisor. Personal days shall be utilized by December 31 and cannot be carried over to the next year, if not used.

X. MATERNITY LEAVE

A. When necessary, maternity leave, without pay, shall be granted for a period not to exceed one year.

B. Employees may work until the eighth month of pregnancy and may elect to use sick and/or vacation time for maternity purposes providing the total leave, including creditable sick leave, does not exceed one year.

C. Employees on such maternity leave shall be entitled to re-employment without prejudice.

D. An employee requesting maternity leave must apply in writing to the Department Head. The maternity leave shall become effective upon endorsement by the Department Head and approval by the Township Administrator.

XI. BEREAVEMENT LEAVE

A. Each full-time employee may be granted upon approval of such employee's Department Head, time off with pay, not to exceed four (4) days, in the event of a death in his immediate family. The term "immediate family" for the purposes of this policy shall mean the father or mother, wife or husband, brother or sister, mother-in-law or father-in-law, brother-in-law, sister-in-law, grandchild and grandparents of the employee. In the case of spouse or child such leave shall be up to five (5) days.

B. After the expiration of four (4) days of bereavement leave, each full-time employee has the option of using accumulated vacation and personal days in order to extend his/her time off due to extenuating circumstances resulting from the death of a spouse or child. If an employee has four (4) or less days remaining, he/she shall have the right to charge against next year's vacation and personal days, the difference between the number of days he/she has remaining and five (5) days. If an employee has no vacation or personal days remaining, then he/she shall have the right to take up to five (5) days advance leave against the next year's vacation and personal days' entitlement as selected by the employee, upon application.

C. Reasonable verification of event may be required by the employer.

XII. LEAVE FOR JURY DUTY/COURT

A. Any permanent full-time employee who is subpoenaed for jury duty as certified by the clerk of the court shall be paid by the Township his/her daily rate of pay. The employee shall turn over any monies received from the court for such jury duty. The employee shall notify the Department Head upon receipt of a summons for jury duty. If an employee is dismissed prior to 1:00 p.m. the employee will be obligated to return to work that day in order to receive pay for that day. The Township will not be liable to pay an employee under the provisions of this provision if he/she volunteers for such court duty.

B. A full-time employee subpoenaed as witness in a civil or criminal case, not involving his/her capacity as an employee, will be granted paid leave for that period of time in which he is officially involved with the court in such capacity. The employee shall reimburse the Township for any compensation received while in court other than meals, lodging or expense incurred due to travel. The employee shall return to his assignment or job with the Township on a normal workday if he is dismissed or released from court or jury duty prior to or at 1 p.m. on such workday.

C. An employee subpoenaed will not be granted paid leave if he/she is involved as a party to civil or criminal proceedings or violations of motor vehicle law.

XIII. GRIEVANCE AND ARBITRATION PROCEDURES

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

B. A grievant is defined as any individual or entity which has been, is being, or may be affected by any issue, or controversy, or dispute, or application, as indicated in the definition of a grievance. The Union may initiate or file a grievance on behalf of an injured or unavailable employee.

C. When disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during (or in the course of) a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to the employee during the pendency of any disciplinary proceedings.

D. Grievances, disputes or controversies which may arise shall be resolved in the following manner:

1. A written grievance shall meet the following specifications:

(a) It shall be specific.

(b) It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.

(c) It shall specify the section of the Agreement, or rule, or regulation, or statute, or ordinance, which has been allegedly violated, misapplied, or as to which the dispute arises.

(d) It shall state the relief requested.

(e) It shall contain the date of the alleged dispute, controversy, or issue.

(f) It shall be signed by the grievant.

2. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

3. The "Step Procedure" will be as follows:

STEP ONE: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he/she knew, or should have known, of its existence, the aggrieved employee shall discuss his complaint with his immediate supervisor. It shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved, and submitted to the immediate supervisor at Step One. In no event shall a grievance be initiated more than twenty (20) calendar days after its occurrence, or more than twenty (20) calendar days after the grievant first knew, or should have known, of its existence. The supervisor shall investigate the grievance and provide a written answer to the

grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance, or written response, may be waived by mutual agreement. In the event the supervisor is the department head the grievance shall commence at Step Two.

STEP TWO: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, the grievance shall then be submitted in writing, by the grievant, to the department head (with a copy to the Township Administrator). The department head shall submit his answer to the grievant within seven (7) calendar days. This time limit may be waived by mutual agreement.

STEP THREE: In the event the grievance shall not have been resolved at Step Two, or if no written response from the department head is received by the grievant, then the grievance shall be submitted to the Township Administrator by the grievant. The Township Administrator shall investigate and report his findings and recommendations, in writing, within seven (7) calendar days, to grievant, the department head, and the attorney or representative of the grievant (if any).

1. Any employee grievance will be filed with the Union President at Step Three. The Union President shall respond, in writing, within seven (7) calendar days, to the Township Administrator. The times indicated may be extended by mutual agreement.

2. Following the submission of the Township Administrator's written answer, or the Union President's (as also indicated in Step Three for employee grievances) matters which are unresolved shall be discussed at a meeting between the parties, during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

STEP FOUR: If a grievance has not been resolved at Step Three, then the Union shall have the right to appeal to the Township Committee. The Committee shall schedule and hold a plenary hearing within twenty one (21) days of the receipt of the grievance from the Township Administrator. The Township Committee shall hear the matter and render its decision within fourteen (14) days of the completion of the hearing. The Township Committee shall notify all parties of the date, time, and place of the hearing within ten (10) days prior to the scheduled hearing date. All parties may be represented by an attorney during the plenary hearing. The times indicated may be waived or extended by mutual agreement. All decisions of the Township Committee shall be by a majority vote.

STEP FIVE: In the event the grievance shall not have been resolved at Step Four, and in the event of an employee grievance - Step Three, then the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State constitutional issues or civil rights questions, the grievant shall have the right to seek a resolution of his grievance either at binding arbitration or in the courts. In all respects the initiation of binding arbitration or court process shall begin

within forty-five (45) days after receipt of a written resolution from the Township Committee, which Resolution shall embody the decision of the Committee.

4. Arbitration:

(a) Arbitration requests shall be directed to the Public Employment Relations Commission, subject to the rules then existing of such agency. The aggrieved party shall send the other party a copy on his request. The request shall specify the particulars of the grievance and the Agreement provision(s) allegedly violated.

(b) The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.

(c) The arbitrator shall hold the hearing at a time and place convenient to the parties. The arbitrator shall issue his decision within twenty one (21) days after the close of the hearing. The decision of the arbitrator shall be served upon the employee aggrieved, the employee's representative, the Township, and the Union, in writing.

1. In the event a disagreement exists regarding whether an issue is arbitrable, the arbitrator shall make preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a preliminary determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

(d) Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed as to limit the submission of proofs by the parties.

(e) An arbitrator shall not have the power or authority to add to, subtract from or modify the provisions of this Agreement, or the laws of the State of New Jersey, and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall not submit observations or declarations of his opinions which are not relevant in reaching the determination. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of the Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement, except as provided within the Agreement. The arbitrator shall not have the authority to add to or subtract from or modify any of the terms of this Agreement or to limit or impair any right that is reserved to the Township or the Union or employee, or to establish or change any wage or rate of pay that has been agreed to in this Agreement, except where the arbitrator finds that a clause in this Agreement is illegal or unconstitutional.

(f) The Union may not withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings except with prejudice, unless the Township shall consent that such withdrawal or discontinuance is without prejudice.

(g) The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.

(h) The expense of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.

(i) If the Public Employment Relations Commission is abolished, or its mission substantially changed to the extent of it handling arbitrable matters, the parties shall meet to agree upon another method for choosing an arbitrator.

5. General Provision and Exceptions to the Grievance Procedure:

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

(b) Grievance resolutions or decisions at Step One through Step Four shall not constitute a precedent in any arbitration or other proceeding unless a specific Agreement to that effect is made by the Township and the Union.

(c) Where a grievance involves, exclusively, an alleged error in calculation of salary payment, the grievance may be timely

filed within thirty (30) days of the time the individual should reasonably have known of its occurrence.

(d) Where a grievance has been previously submitted in writing, and the grievant requires time to investigate such grievance to achieve an understanding of a specific work problem during working hours, the grievant or a representative of the Union may be granted permission and reasonable time to a limit of four (4) hours to investigate, without loss of pay. Such time release shall not be unreasonably withheld and, upon request, can be extended beyond a four (4) hour limit for specified reasons if the circumstances warrant an exception to this limit.

(e) The aggrieved employee and his designated employee representative shall be allowed time off without loss of pay as may be required for appearance at a hearing of the employee's grievance scheduled during working hours.

(f) Where the employee or the Union request employee witnesses, permission for a reasonable number of witnesses required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance as required, if during his normal scheduled working hours. The witnesses to appear for the grievant shall, when called to testify, be excused from duty with no loss of pay.

(g) The Township agrees to make available to the Union all public information concerning the Township, together with information which may be necessary to process any grievance or complaint.

XIV. OUTSIDE EMPLOYMENT

A. 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.

B. Full-time employees shall not accept outside employment or engage in outside business activities without prior notification and approval of the Director. No application for permission to accept outside employment shall be granted if there is any reasonable probability that such outside employment will interfere with an employee's performance or compromise an employee's position with the Township through a conflict of interest or if, in the case of a full-time employee of the Township, such outside employment shall exceed twenty (20) hours per week. Applications for permission to accept outside employment shall be made in writing to the Director, who shall forward the request with a recommendation to the Township Administrator. The application shall set forth pertinent information concerning the type of employment to be engaged in, the name and

address of the prospective employer, and the hours of such employment.

XV. RULES AND REGULATIONS OF THE DEPARTMENT

A. Subject to the approval of the Township Administrator, a department head may, from time to time, establish, amend, and supplement rules and regulations for governing the internal operations of his or her department and the conduct and decorum of its personnel. The Township shall not under take new rules and regulations which effect terms and conditions of employment unless same has been first negotiated with the Association.

B. Such departmental rules and regulations shall be consistent with New Jersey State Statute, the Personnel Policies and Procedures, and any other Township ordinance or contract.

C. The rules and regulations shall be in writing, signed by the head of the department and approved by the Township Administrator and shall be filed in the Office of the Township Clerk.

D. They shall be binding on all persons subject to the jurisdiction of the department.

E. A written copy of such rules and regulations shall be distributed to personnel of the department affected and shall be posted in the headquarters of the department. Copies shall be available upon request.

XVI. CLOTHING ALLOWANCE/MAINTENANCE

1. Allowance

A. All eligible employees will receive an annual clothing and cleaning allowance of \$625 in 1991, \$675 in 1992 and \$700 in 1993. 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, rain gear and gloves shall continue to be provided by the Township.

2. Maintenance

A. The Association agrees that each employee covered by this Agreement shall maintain a presentable appearance. Presentable appearance shall be defined as follows:

Shirts - solid light or dark blue with no writing or pictures other than the Township patch worn on the left sleeve, an American flag worn on the right sleeve or the employee's name above the left pocket.

Pants - solid dark blue (full length only).

Jackets - solid dark blue (including winter coat).

T-shirts - solid white or solid blue (no writing or pictures).

Coveralls - Dark blue only.

Shoes - Safety steel-toe (at all times).

Sweatshirts, vests, etc. - solid blue.

B. Dirty, severely stained, torn or ripped shirts or pants shall not be worn when reporting to work until properly mended or cleaned.

C. Although not included as proper attire each employee may request up to ten Township insignia patches be provided in any given year.

D. Effective March 1, 1992 any employee reporting for work not properly attired or whose uniform is in gross disrepair shall be sent home without pay. He or she may return within one hour in proper attire with only loss of said hour's pay. For a second offense within any twelve month period an employee will be sent home without pay for two days. A third offense within that same twelve month period may result in disciplinary action up to dismissal. An employee suspended under this clause shall have the right to appeal to the Administrator within five (5) days of the notice of suspension. The specific penalties above shall not be applicable when the employee has other disciplinary actions on his record. The penalties above are only applicable to uniform violations under this paragraph.

E. With employee safety in mind, employees will be required to wear orange safety vest, viewed from front and rear, while working on or near roadways. Hard hats will also be required while working in trenches or beneath equipment.

3. New Employees

a. Whenever the Township hires an employee for full-time 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.

XVII. 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.

3) 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. 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. The Township agrees to provide medical and hospitalization insurance only to any employee and family who has twenty-five (25) years continuous service with the Township and who retires within the meaning of PERS and/or ordinary and accidental disability retirement until the employee is eligible for medicare. The employee may pay the difference to cover 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 and spouse only.

d. If the employee retires with 30 years service within PERS with a minimum of 15 years service with the Township, the employee and family shall receive prescription and dental insurance also until eligible for medicare.

e. If an employee or retiree dies "off the job", the family shall receive medical and hospitalization insurance coverage for a period of five years or until the spouse remarries or obtains employment which provides medical and hospitalization insurance coverage. If the employee dies on the job, the family shall receive 10 years medical and hospitalization insurance or until the

surviving spouse remarries or gets other employment which provides medical hospital insurance coverage.

f. 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) Effective upon signing of the Agreement to prescription co-pay shall be increased to \$3.00.

6) A volunteer responding to South Brunswick Township duty will be provided death benefits identical to death benefit for active duty, i.e. health benefits, life insurance and any other benefits provided under the control of the Township.

XVIII. MERIT INCREASES/RECLASSIFICATIONS

1) All eligible employees within the Union shall receive a merit/step increase of the lesser of three (3) percent or \$825.00 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.

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. A reclassification will be at least 5% increase in pay.

XIX. STABILITY PAYMENTS

A. All full-time Township employees employed prior to January 1, 1983, holding positions or offices allocated to the classified service and paid annually or hourly, shall receive a salary or wage stability increase based upon years of continuous service and percentage of the employee's base pay and computed as follows:

1. After completion of five years, four percent.
2. After completion of eight years, six percent.
3. After completion of 11 years, eight percent.
2. After completion of 15 years, ten percent.

B. All personnel employed prior to January 1, 1979, shall be entitled to receive upon the completion of three years of continuous service, a salary or wage stability increase computed at the rate of two percent of the employee's base salary.

C. Stability payments shall not exceed \$5,000 per year.

D. Employees employed after December 20, 1977, having an anniversary date between November 15 and January 1 shall for the purpose of stability payments have an anniversary date of January 1, of the year succeeding actual employment.

E. Those employees holding positions prior to December 20, 1977, and having an anniversary date between November 15 and January 1 of the succeeding year, shall for the purpose of stability payments, have an anniversary date of November 15 of the year they first held a position or office allocated to the classified service.

F. Continuous employment service shall mean continuous and full time employment by the Township without breaks in service from year to year except for annual vacation, earned sick leave, service in the United States Armed Forces, and authorized leaves of absence up to one year.

G. All Township employees transferred from South Brunswick Municipal Utilities Authority on September 1, 1971, shall be considered Township employees from the date that they were employed by the South Brunswick Municipal Utilities Authority and shall receive stability payments based upon their prior authority employment.

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

<u>Years of Service</u>	<u>Payment</u>	<u>1992</u>	<u>1993</u>
5	\$550.00	(600.00)	(650.00)
10	\$1,000.00		
15	\$1,500.00		
20	\$2,000.00		
25	\$2,500.00		
30	\$3,500.00		

I. 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.

J. Such payments shall be paid on a biweekly basis. Such calculation shall be made by dividing yearly stability payment into biweekly checks to be received within a given year and applied equally to each check.

K. Effective January 1, 1992, payments shall commence upon attaining anniversary date.

XX. JOB OPENINGS/POSTING PROCEDURE

A. 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.

B. The posting procedure for the unit shall be as follows:

1. If the Township proposes a new position (i.e. a new title and classification), then that proposed position shall be posted and all applicants shall be interviewed by the Director of Public Works making the hiring decision.

2. If a vacancy occurs in any position during the course of the year, that position shall be posted and all applicants shall be interviewed by the Director of Public Works making the hiring decision.

3. If a reclassification or promotion is made for any particular employee, that proposed reclassification/promotion (with the appropriate indentifying information as to the name of the employee and the nature of the reclassification or promotion) shall be posted and any unit member within the same division who feels he/she is equally deserving of an equal reclassification or promotion shall have the opportunity to apply to the Department Head for a reclassification/promotion.

4. All items required to be posted herein shall be so posted for at least 10 working days on the Public Works Employees bulletin board and a written notice provided to the unit's

President. The posting shall state all requirements for the position and the hiring interview which will be conducted by the Director of Public Works making the hiring decision with respect to each new position, opening, reclassification or promotion.

5. If requested in writing within 10 working days of the decision (which shall be posted), any unsuccessful applicant for any posting shall be interviewed by the Director of Public Works who makes the hiring decision, no more than 30 days after the decision has been made and duly posted.

XXI. 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 \$250.00 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 \$250.00.

XXII. SALARY AND WAGES/EDUCATION BENEFIT

1) Increases

A. Effective January 1, 1991, all employees shall receive a five and one-half percent (5-1/2%) wage increase. The increase shall be computed on the employee's December 31, 1990, hourly wage schedule.

B. Effective January 1, 1992, all employees shall receive a five and one-half percent (5-1/2%) wage increase. The increase shall be computed on the employee's December 31, 1991, hourly wage schedule.

C. Effective January 1, 1993, all employees shall receive a five and one-half percent (5-1/2%) wage increase. The increase shall be computed on the employee's December 31, 1992, 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) Increment Dates

All employees shall have an increment date of January 1 for the purpose of awarding merit wage or salary increases. All unit members employed by the Township at any time during the calendar year to fill a classified position, who are required to serve a six month or more probation period shall have as their increment date the next January 1 following the end of such probationary period. The senior position equates to a 4.5% increment. A promotion or reclassification other than filling a

vacancy will result in at least 5% salary increase retroactive to January 1st not to exceed maximum hourly rate excluding senior position. Promotion into a vacancy will be effective at the time of promotion with at least 5% wage increase not to exceed maximum hourly rate excluding senior position.

4) Senior Position

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. 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.

5) Education Benefit

1. 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 pursuant to paragraph F at the annual rate shown:

DEGREE

Associates	\$350
Bachelors	\$900
Masters	\$1100

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.

f. In order to receive payments under this Article such degrees must be obtained after employment with the Township. Probationary employees shall not be eligible for such payments.

6) Work Related Licenses

The Township agrees to pay for DEP required water and sewer annual renewal fees, commercial drivers license and any other vehicle license fee the Township directs the employee to obtain in the future.

XXIII. 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 (\$350.00 effective January 1, 1992) 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.

XXIV. CALL-OUTS/MEALS/TRAVEL & EXPENSES

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:

1) 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.

B. Employees shall receive \$7.50 meal money upon completion of four (4) consecutive overtime hours contiguous with the employee's work day.

C. TRAINING/EDUCATION

The Township will pay for or reimburse employees/officials for reasonable personal expenses related to travel, meals and lodging involved in authorized Township business and for authorized training and education. Employees/officials shall strive to minimize expenses.

Expenses for hotel/motel accommodations shall be based on reasonable single room costs considering geographic location.

Meal expenses shall be limited to a rate of twenty-five dollars (\$25.00) per day. The following figures are guidelines for employees meal expenses:

Breakfast	\$ 5.00
Lunch	6.50
Dinner	13.50

D. Miscellaneous Expenses:

The Township will, subject to the approval of the Administrator, reimburse employees/officials for expenses related to meetings, etc. Examples of such expense would be dinner/lunch meetings of various organizations, luncheon meetings to discuss Township business with non Township employees/officials.

E. Prior to approval by the employee's department head of travel/meal/lodging expense is required.

F. Requests for payment/reimbursement, Category C, "Training/Education", shall be submitted on the Township form "Travel Expense Authorization". Submit form no later than seven days prior to proposed activity. If department head, submit form to Administrator. Upon receipt of approved reimbursement form, a purchase order shall be submitted in accordance with the purchasing procedure.

G. Reimbursement for Category D, "Miscellaneous Expenses", shall be submitted on a purchase order.

XXV. 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 two (2) weeks 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.

7) Re-employment is the return to Township service by an employee who has resigned in good standing.

8) An employee who is re-employed following a resignation in good standing to a position in the same classification will enter the position at a salary step with the appropriate range as approved by the Township Administrator. The rate of pay shall not exceed the current equivalency of the step rate of the position in which last employed.

9) In the case of re-employment within 180 days of resignation in good standing, an employee may be rehired at the same title without examination provided the position intended is

available and no promotional or special re-employment lists exists for the title.

10) For re-employment within 180 days seniority rights will continue for all benefits with, adjustment for the loss of service time. If the employee's position required uniforms, re-employment is conditioned on the basis that he/she has the full complement of uniforms available. All earned but not used leave type benefits for which the individual received compensation at the time of separation, may be restored providing reimbursement is made within two weeks from the date of rehire.

11) For re-employment after 180 days, the employee will commence service as a new employee with no accrual of seniority rights and attendance benefits.

XXVI. 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.

XXVII. 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. All terms and conditions of preceding contract will remain in effect until a new agreement has been reached.

XXVIII. MAINTENANCE OF PERSONNEL RECORDS

A. A personnel file for each employee shall be maintained.

B. The records shall include all documentation on such employee concerning qualification, work history, dates of appointments and promotions, permanent status, job titles, salaries, commendations, job specifications, performance evaluations, disciplinary actions, amounts of leave accrued and used, and related matters.

C. Specific items to be included at the time of appointment:

1. Employee application
2. Dependant statement, W4
3. Authorization for other deductions
4. Approved rate change forms
5. Picture of individual
6. Other information related to employment

D. Department Heads shall maintain a register for employees utilizing personal time during the normal working day, exclusive of the lunch hour.

E. Upon written request and reasonable notice, employees are entitled to review the contents of their own personnel folder in the presence of a designated official. The Township reserves the right to remove such records as psychological, and psychiatric examinations, pre-employment inquiries, and background investigations, prior to review of the folder contents by the employee.

F. The employees may file a written response to any memorandum or document which is derogatory or adverse to him or her. Such response will be included in the personnel file,

attached to, and retained with the document in question. If any material is derogatory or adverse to the employee, a copy of such material may be sent to the employee upon their request.

XXIX. WORKER'S COMPENSATION

A. The Township will provide Worker's Compensation as required by N.J.S.A. 34:15-12 et seq for all employees.

B. Any time an accident or injury to an employee occurs while on the job, report the incident to your supervisor immediately, no matter how small the injury may be. Supervisors must notify the Office of the Township Administrator and complete the necessary report forms within twenty-four hours.

C. Where medical attention is required, employees SHALL seek the services of the Township physician or a physician from the panel of doctors approved by the Middlesex County Municipal Joint Insurance Fund.

D. In an emergency, the employee is to be taken to Princeton Medical Center or the nearest hospital. All continued treatment is to be recommended by the Township physician or the panel doctor.

E. The doctor should supply the employee with a note stating the following: Diagnosis and estimated time expected to be unable to work, if any.

F. If subsequent treatment is required and disability extended, a further note will be required stating this extension. A report from the treating physician shall be furnished monthly until the employee returns to work.

G. a doctor's certificate must be submitted to the Department Head which shall be forwarded to the Administration Office before the employee can return to his/her duties.

H. The employee should notify the (attending physician) to send all bills to the Township of South Brunswick.

I. The employee's absence will be reported for daily attendance as a worker's comp absence.

J. Compensation for time lost from the job because of a Worker's Compensation injury will be handled in the following way:

1. Upon certification of a job related injury and subsequent disability, the employee may continue to receive salary/wage payments based on his/her regular rate of pay if he/she agrees to sign over to the Township all checks received from the Worker's Compensation insurance carrier for weekly disability payments.

K. A leave of absence as a result of injury or illness or disease incurred in the line of duty may be granted by the Township Committee, pursuant to R.S. 40:11-8, for a period of up to one (1) year with full pay provided the employee so injured applies in writing to the Township Administrator. When such action is taken, the employee shall not be charged any sick leave time lost due to such injury.

L. Any amount of salary or wages paid or payable to employees because of such leave shall be reduced by the amount of any worker's compensation award made for temporary disability because of the same injury or illness requiring such leave.

XXX. 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.

XXXI. 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.

XXXII. TERM OF CONTRACT

The term of this agreement shall be for a period of three (3) years from January 1, 1991 to December 31, 1993.

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

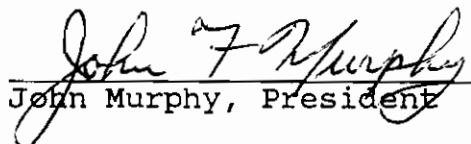


ATTEST:



Charles Smith, Secretary

SOUTH BRUNSWICK PUBLIC WORKS
EMPLOYEES ASSOCIATION



John Murphy, President

APPENDIX A

	1/1/91		1/1/92		1/1/93	
	Min.	Max.	Min.	Max.	Min.	Max.
35 Laborer	10.54	15.36	11.12	16.20	11.73	17.09
Laborer Sr.						
Meter Reader						
Meter Reader Sr.						
Animal Warden						
Equip. Oper.						
Animal Warden Sr.						
Equip Oper. Sr.						
36 Sewer Mntc. Man	12.39	15.73	13.07	16.60	13.79	17.51
Heavy Equip. Oper.						
Sewer Mntc. Man Sr.						
Heavy Equip. Oper. Sr.						
Senior	16.44		17.34		18.29	
38 Hvy. Equip. Oper. II	13.26	16.73	13.99	17.65	14.76	18.62
Equip. Mntc. Mechanic						
Water Mntc. Man						
Hvy. Equip. Oper. II Sr.						
Equip. Mntc. Mechanic Sr.						
Water Mntc. Man Sr.						
Senior	17.48		18.44		19.45	
41 Veh. Mntc. Foreman	14.84	18.57	15.66	19.59	16.52	20.67
Section Foreman						
Veh. Mntc. Foreman Sr.						
Senior	19.40		20.47		21.60	

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.