

#1419

AGREEMENT

BETWEEN

EAST HANOVER EMPLOYEES ASSOCIATION

AND

TOWNSHIP OF EAST HANOVER

JANUARY 1, 1996 through DECEMBER 31, 1998



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This Agreement made and entered into this 31st day of Oct, 1996, by and between the Township of East Hanover in the County of Morris, a municipal corporation of the State of New Jersey (hereinafter the "Township" or "Employer"), and the East Hanover Employees Association (hereinafter, the "Association"), represents the complete and final understanding on all bargainable issues between the Township and such employees who are covered pursuant to Article I, Section A, in order that more efficient and progressive public service may be rendered.

ARTICLE I. RECOGNITION

Section A. The Township hereby recognizes the Association as the sole and exclusive negotiating agent for all regular full-time employees presently and hereafter employed by East Hanover Township other than those specifically excluded in Section B. hereof.

Section B. Excluded shall be all employees of the Township in the following classifications: part-time employees, any employee of the Township who is regularly scheduled to work thirty (30) or fewer hours per week, members of P.B.A. Local 227, the Township Clerk, the Township Administrator, all department heads and the following confidential, professional or managerial employees:

- | | |
|--|---------------------------------|
| Treasurer/Chief Financial Officer | Tax Collector |
| Tax Assessor | Director of Land Use |
| Municipal Court Administrator | Health Officer |
| Superintendent of Public Works | Construction Official |
| Superintendent of Public Utilities | Operations Manager |
| Superintendent of Parks and Recreation | Assistant Supt. of Public Works |
- and any other confidential, managerial or professional employees as may hereafter be employed by the Township.

Section C. The Township shall have the right to determine whether any job title, classification or category shall be included or excluded from the bargaining unit as defined by the Agreement. However, the Township shall notify the Association concerning any inclusion or exclusion of future categories.

ARTICLE II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Township agrees to adhere to all Federal and State laws, statutes and regulations

concerning equal employment opportunities. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied by the Township and the Association in a manner which is not discriminatory. Any alleged employment discrimination on the basis of race, color, creed, religion, sex, national origin, age, military status, physical handicap, marital status or sexual orientation against any persons covered by this Agreement shall be the subject of the grievance procedure set forth herein.

ARTICLE III. NEGOTIATION OF SUCCESSOR AGREEMENT

The Township and the Association agree to conduct negotiations in as professional and informal way as possible and in accordance with Chapter 123, P.L. 1974 (N.J.S. 34:13A-1 et seq.). These negotiations will be on matters concerning terms and conditions of employment for all members of the bargaining unit.

Section B. Each party shall make a good faith effort by October 1 of the final year of the Agreement to state to the other party its intentions to initiate negotiations over a successor agreement.

Section C. Such negotiations shall begin no later than November 1 of the final year of this Agreement. Each party shall be entitled during negotiations to make proposals and counterproposals.

ARTICLE IV. SCOPE OF AGREEMENT

Section A. The Township and the Association acknowledge that during negotiations which resulted in this Agreement, each party had unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective bargaining. The Township and the Association have negotiated in good faith with respect to those subjects and the understanding and agreements arrived at by and between the parties after the exercise of that right are set forth in this Agreement.

Section B. The parties agree that, for the duration of this Agreement, there shall be no obligation on either party to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. This Agreement may not be altered, changed, added to or deleted from or modified in whole or in part, except by an instrument in writing duly executed by both parties.

ARTICLE V. EFFECT OF CONTRACT

This Agreement is in lieu of all other contracts or understandings with respect to wages, hours, rates of pay or other conditions of employment, either oral or written, heretofore or now existing between the parties. The Township shall not be bound by anything not expressed in writing herein. No provision in this Agreement shall be modified, amended or altered except by an instrument in writing executed by the parties hereto.

ARTICLE VI. MANAGEMENT RIGHTS

Section A. Notwithstanding any provisions of this Agreement, the Township hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior by the laws of the State of New Jersey and all local, state and federal laws.

Section B. In order to effectively administer the affairs of the Township and to properly serve the public, the Township hereby reserves and retains unto itself, without limitations as a public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law. The Township retains all rights of management previously employed or exercised by the Township, including but not limited to the following rights:

(1) To manage and administer the affairs and operations of the Township including the rights of management personnel to perform bargaining unit work..

(2) To direct its work force and operations.

(3) To hire, promote, transfer and assign employees.

(4) To demote, suspend, discharge and otherwise take disciplinary action against employees.

(5) To take necessary action in emergencies.

(6) To determine standards of selection for employment.

(7) To determine standards of performance for employees.

(8) To evaluate employee performance.

(9) To determine the methods, means and personnel by which the Township's operations are to be conducted.

(10) To determine the content of job classifications and descriptions.

(11) To promulgate rules and regulations, from time to time, which may affect the orderly and efficient administration of the Township.

Section C. Nothing contained in this Agreement shall operate to deny or restrict the Township in the exercise of its powers, rights, responsibilities and authority pursuant to the laws of this state and of the United States.

ARTICLE VII. GRIEVANCE PROCEDURE

Section A. This grievance procedure shall be in full effect for the period covered by this Agreement.

Section B. For the purposes of this grievance procedure the following terms shall have the meanings herein ascribed:

"Grievance" shall mean any dispute concerning the interpretation, application or any alleged violation of a specific written provision of this Agreement.

"Immediate Superior" shall mean the person to whom the aggrieved employee is directly responsible.

"Grievant" shall mean an employee of the Township who is a member of the Association.

Section C. The purpose of the grievance procedure is to secure an equitable solution to the problems affecting employees arising during the term of this Agreement.

Section D. The parties agree that disputes shall be resolved at the lowest possible level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his/her immediate superior. In the event that such discussions fail to produce a satisfactory resolution of the complaint, it shall only then be reduced to writing and submitted as a grievance.

Section E. The following constitutes the sole and exclusive method for resolving

grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

(1) Grievant must file his/her grievance in writing with his/her immediate supervisor within two (2) working days after the grievant has availed himself/herself of the procedure outlined in Section D above, or within two (2) working days of presumed knowledge of the occurrence giving rise to the grievance. Failure to act within the said time period shall constitute an abandonment of the grievance.

(2) Once the grievance is timely filed, the grievant shall discuss the grievance with his/her immediate superior. If the grievant is not satisfied with the resolution or if no resolution is made within three (3) working days by the immediate superior, the employee must present the grievance to the Department Head for further consideration, unless said immediate superior is the grievant's Department Head, in which case the grievance shall be presented to the Township Administrator and shall be treated as Step 3.

(3) In the event there is not a satisfactory resolution of the grievance by the Department Head at Step 2 or an answer is not given within three (3) working days, the aggrieved employee may present the grievance to the Township Administrator within five (5) working days thereafter. The Township Administrator will then render a decision within ten (10) working days.

(4) In the event there is not a satisfactory resolution of the grievance at Step 3 or a decision is not rendered by the Township Administrator within the time allowed, the aggrieved employee may appeal to the Township Council, in writing, within five (5) working days thereafter, by use of a mutually approved grievance form. The aggrieved employee may at this time also request a hearing before the Township Council which hearing shall take place within thirty (30) days of the proper and timely presentation of the request. The Township Council shall make a determination within thirty (30) days from the receipt or hearing of the grievance and shall give written notification to the aggrieved employee of its determination. This time may be extended by mutual agreement of the parties. The decision of the Township Council is final and binding.

Section F. Failure on the part of the grievant to appeal the answer to the next higher step shall be deemed an acceptance of the Township's previous answer. The grievant shall waive his/her right to appeal the grievance to any other steps in the Grievance Procedure. Failure on the part of the Township to submit a written disposition within the prescribed time limits shall allow the grievant to proceed to the next step.

Section G. The time limits set forth in this provision may be extended in writing by mutual agreement of the Township and the Association.

Section H. At the request of the aggrieved employee, the Association President or his/her designee may participate in the grievance procedure at Steps 3 and 4.

ARTICLE VIII. WORK SCHEDULES

Section A. The normal workweek for all Association members shall consist of five consecutive days, Monday through Friday. Persons employed after December 31, 1994, shall work five (5) consecutive days, Monday through Friday or Tuesday through Saturday, except that police dispatchers hired after December 31, 1995, shall work a varying schedule pursuant to Section E hereof.

Section B. Employees of the Departments of Public Works, Water and Sewer Utilities and Recreation Maintenance personnel shall work a seven and one-half (7-1/2) hour day. All other employees shall work a seven (7) hour day, except that police dispatchers hired after December 31, 1994, shall work a maximum of thirty-five (35) regular time hours in any calendar week pursuant to the schedule set forth in Section E hereof.

Section C. The standard working hours for employees of the Department of Public Works, Water and Sewer Utilities and Recreation Maintenance, excluding office personnel, shall be 7 a.m. to 3:30 p.m. The standard working hours for all other employees shall be 8:30 a.m. to 4:30 p.m., except that police dispatchers hired after December 31, 1995, shall work pursuant to the provisions of Section E hereof.

Section D. Persons employed after December 31, 1994, may be required to work hours other than those listed in Section C above, subject to the following limitations:

(1) Except for police dispatchers, no starting time may be established prior to 6:00 a.m. nor later than 6:00 p.m. without the consent of the affected employee(s).

(2) An employee's starting time shall not be varied, except in the case of an emergency, without the said employee receiving not fewer than ten (10) days' notice.

(3) No starting time shall be established for punitive reasons.

Section E. Recognizing that the Police Department operates on a 24-hour, seven-day

schedule, it is agreed that the hours of police dispatchers employed after December 31, 1995, may be required to work shifts which differ from those of all other employees covered by this Agreement. Such schedules shall be at the discretion of the Chief of Police subject to the following:

(1) No such schedule shall require an employee to report for duty on more than five (5) days in any calendar week.

(2) No such schedule shall provide for an employee to be on duty more than thirty-five (35) hours in any calendar week.

(3) No such schedule shall require that an employee shift be longer than twelve (12) clock hours

(4) Shifts may begin and end at any hour within the above parameters, but once established may not be changed, except in emergencies, without the employee receiving a minimum of ten (10) days' notice.

(5) Employees shall rotate among the shifts to which those persons hired after December 31, 1995 are assigned

Section F. Department heads may establish other starting times in case of an emergency.

Section G. Any employee of the Township who, during the term of the collective bargaining agreement in force prior to this one, was regularly working a shift which commenced and ended outside of the standard shifts as defined in Section C above shall be deemed to have consented to continue to work that shift irrespective of his/her date of employment with the Township.

Section H. All employees are entitled to a lunch break of one (1) hour, which period shall be scheduled to begin between the third and fifth hours of any work shift. Lunch breaks are to be scheduled to ensure that work stations are covered without interruption. However, employees are expected to take their lunch break and not work through the lunch break without the prior approval of the Township Administrator, Department Head or his/her designee.

Section I. All employees are to receive two (2) fifteen (15) minute breaks during the work day, one in the first half of the work period and the other in the second. Breaks are not to be combined with the lunch break and employees are expected to utilize their breaks.

ARTICLE IX. OVERTIME AND COMPENSATORY TIME

Section A. Overtime is defined as any work performed in excess of the number of hours in an employee's normal single workday, or the total hours in any workweek for the said employee as set forth in Article VIII.

Section B. Overtime requires the prior approval of the Township Administrator, except that in cases of emergency, supervisory personnel may authorize overtime for the duration of the emergency.

Section C. Except as provided elsewhere herein, all covered employees shall be paid at the rate of one and one-half (1-1/2) times their normal rate of pay for overtime worked in excess of the normal workday or normal workweek for that employee.

Section D. Public Service (Roads, Vehicle Repair and Maintenance, Buildings and Grounds, Water and Sewer Utilities) employees and Parks and Recreation Maintenance employees are required to work overtime in emergent situations which are defined as snowfalls requiring salting, sanding or plowing operations; water and sewer main breaks, road cave-ins or any other event which poses a threat to the health, safety or welfare of residents of the Township. Failure of an employee to work such overtime shall subject the employee to disciplinary action, except that an employee may be relieved of such obligation on an incident-by-incident basis for health, family or other good and valid reason, properly documented. Such relief shall not be unreasonably withheld.

Section E. When an emergent condition requires the employees set forth in Section D above to work for more than five consecutive hours, such employees shall be provided with a meal break of not less than thirty (30) minutes and the said meal shall be provided by the Township at the municipal garage or such other location as the Director of Public Services, or his designee, may direct. Such break shall not interrupt the continuity of overtime hours for the purposes of determining double time hours pursuant to Section F below.

Section F. At any time the employee works more than six (6) consecutive hours beyond his/her normal quitting time, or when an employee on call-out works for six (6) consecutive hours, he/she shall be paid double (2x) his/her normal rate of pay for all consecutive hours worked beyond six hours. The six (6) hours and any time additional thereto shall be considered consecutive regardless of the department to which the employee is assigned, so long as there is no interruption other than an authorized work or meal break.

Section G. Compensatory time is defined as time off in lieu of payment for hours worked in excess of a normal workday or workweek. Employees are entitled to compensatory time equal to one and one-half (1.1/2) times the hours worked for all time worked in excess of the employee's standard workday or workweek. If the employee chooses compensatory time for time for which he/she would be compensated at double rate pursuant to Section D hereof, such compensatory time shall be calculated at the rate of two times (2x) the actual hours worked.

Section H. Employees may bank compensatory time for future use at a mutually convenient time for the Township and the employee, but no more than one hundred twenty (120) hours of compensatory straight time equivalent may be carried forward from one year to the next.

Section I. Employees are expected to keep track of their compensatory time available and to use same in a timely fashion to avoid having an excess banked at the end of the year.

Section J. Compensatory time which is not to be carried forward must be used prior to December 1 of the contract year.

Section K. Compensatory time in excess of one hundred twenty (120) hours banked at the end of the year shall be compensated at the employee's regular hourly rate of pay for that year.

Section L. Any employee called to work outside of his/her normal working hours shall receive a minimum of two (2) hours pay at the rate of one and one-half (1-1/2) times his/her regular rate of pay, except that there shall be no minimum when the overtime is worked contiguous to the employee's normal work hours.

ARTICLE X. HOLIDAYS

All employees shall be entitled to the following days designated as official holidays with pay, which holidays will be celebrated on the days specified as follows:

New Years' Day	Memorial Day	Election Day
Martin Luther King's Birthday*	Independence Day	Veteran's Day
Lincoln's Birthday	Labor Day	Thanksgiving Day
President's Day	Columbus Day	Day after Thanksgiving
Good Friday		Christmas Day

**Floating holiday during which municipal offices shall remain open. Employees may take another day at their convenience with the approval of their department head.*

Section B. Employees who are required to work on the recognized holidays noted in this Article shall be entitled to receive the regular straight time pay to which such employees would be entitled had they not worked such holiday and shall, in addition, be paid at the rate of one and one-half (1-1/2) times their hourly rate for the actual hours worked on said holiday.

Section C. To be entitled to holiday pay, an employee must have worked his/her full scheduled work day immediately before and after the holiday unless his/her absence is authorized. Authorized leave with pay shall include:

Vacation leave

Personal leave

Bereavement leave

Authorized sick leave

Section D. If a holiday falls on a Saturday, the holiday shall be celebrated on the preceding day. If the holiday falls on a Sunday, it shall be celebrated on the following Monday.

ARTICLE XI. VACATIONS

Section A. All non-probationary bargaining unit employees covered by this Agreement shall be granted vacation with pay, if eligible according to the schedule set forth hereafter.

Section B. The status of each employee with respect to annual vacation credits shall be determined on the anniversary date of each employee's appointment as a full-time employee of the Township.

Section C. All vacations shall be scheduled in the first quarter of the year and scheduling shall be based on seniority. Eligible members must submit a written request for time off preferred no later than March 15 of each year.

Section D. Upon death, retirement or termination of employment for any reason, there shall be paid to the said employee or to his/her estate a sum equal to one (1) day of pay for each unused vacation day. Payment shall be made in one lump sum payment exclusive of pension benefits or payments.

Section E. If any official holiday as designated in Article X occurs during an employee's vacation, he/she will be entitled to an additional vacation day in lieu of said holiday.

Section F. Any employee hired prior to July 31 shall be entitled to five (5) vacation days in that year. Any employee hired after July 31 shall accumulate one (1) vacation day for each thirty

(30) days worked up to December 31 of said calendar year. From January 1 to December 31 of the following year, employee shall be entitled to receive ten (10) vacation days.

Section G. Vacation pay will be computed on the basis of the employee's regular base rate of pay at the time of the vacation.

Section H. There shall be no accrual of vacation time from year to year in excess of ten (10) vacation days. Vacation time not taken in the contract year in which it is earned in excess of ten (10) days will be lost.

Section I. All vacation time shall be calculated based on continuous years of service and on a calendar year basis. The vacation period for each year shall be as follows:

(1) January 1 following completion of two (2) years of service: Three (3) weeks

(2) January 1 following completion of five (5) years of service: Four (4) weeks

(3) For employees hired prior to January 1, 1995, on January 1 following the completion of ten (10) years of service: Five (5) weeks.

(4) For employees hired prior to January 1, 1995, on January 1 following the completion of fifteen (15) years of service: Six (6) weeks.

Section J. No part of any employee's scheduled vacation may be charged to sick leave except that nothing herein shall be construed to affect employee's rights pursuant to his/her entitlement to benefits under any disability plan as set forth in article XIII.

ARTICLE XII. ABSENCE AND LEAVES OF ABSENCE

Absences from duty are classified as "illness," "vacation" or "other," and are to be noted on time reports. An authorized leave of absence will be reported as "illness" or "other" depending on its nature. Days off charged to "other" shall be left to the discretion of the Department Head. The reason for each absence listed on the time report as "other" will be noted thereon, with a statement as to whether it is approved by the Department Head.

Each employee must notify his/her Department Head of any absence from duty. If it is not possible to do so in advance of the working day, the report shall be made by telephone or otherwise at least one (1) hour prior to the employee's starting time or as early as possible on the

day the employee is absent. If not possible to contact the Department Head, the employee shall notify the Township Administrator. Failure to notify the Department Head and/or Township Administrator may be cause for the denial of use of sick leave for that absence and can constitute cause for disciplinary action.

Section A. Sick Leave

(1) All employees shall be entitled to accumulate one (1) working day of sick leave (12 days per year) with pay for each completed month of service to be used only for illness which shall include time to care for a spouse or child who resides with the employee during the period of illness of said spouse or child.

(2) In cases of reported illness or disability, the Township reserves the right to have a physician designated by the Township examine the employee and report on the condition of the employee to the Township Administrator.

(3) When the absence on account of illness or disability does not exceed three (3) days, the employee's statement of the cause will be accepted without a supporting statement from his or her physician. The Township may, in cases of frequent illnesses, have an employee examined by a designated physician in order to determine the severity of illness of the employee. The Township Administrator has the right to waive such requirement, or may require an employee to be examined by a physician designated by the Township for the purpose of certifying the employee fit for duty before the employee returned to work.

(4) During prolonged periods of illness or disability, the Township Administrator may require periodic reports on the condition of an employee from an attending physician. When under medical care, during period of sick leave, employees are expected to conform to the instruction of the attending physician if they wish to qualify for sick leave benefits.

(5) Any sick leave payments exceeding accumulated sick leave of an employee requires the approval of the Township Council.

(6) Any employee certified by an accident report as being absent on account of disability due to an accident or illness directly caused in the line of his or her work shall not have such absence charged against his/her sick leave.

(7) Any employee on sick leave and receiving his/her normal compensation who in addition qualifies for payments under Worker's Compensation weekly benefits shall during the

period he/she is receiving said benefits be entitled only to that portion of his/her regular salary which, with the Worker's Compensation payments, equals the employee's normal straight time salary

(8) No employee, while on sick leave from the Township, shall be elsewhere or otherwise employed or engage in any outside work or employment.

(9) Each employee shall be required to establish and maintain a bank of not fewer than forty-five (45) accrued unused sick days. Once such bank has been established, an employee may thereafter redeem the unused sick days from his/her annual allotment thereof at one-half the then current straight time rate. In any case where an illness shall reduce the balance of banked sick days to fewer than forty-five (45), the member must return the bank to a minimum of forty-five (45) days before redeeming any additional days.

(10) In addition to redeeming days from the current year, a member may redeem up to ten (10) days from prior years' accruals at one-half straight time rate for the immediately prior year.

(11) Employees desiring to redeem unused accrued sick time shall notify the Township Administrator in writing by December 1 of each year of the number of days to be redeemed. Payment for such days will be made not later than the first paycheck in January of the following year.

(12) In 1996 only, employees who have a minimum of forty-five (45) days of accrued unused sick time as of December 31, 1995, may redeem up to thirty (30) days in excess thereof at the 1995 straight time rate. Employees who elect to redeem such days must notify the Township Administrator in writing prior to December 15, 1996. Compensation for such days will be provided to the member on or before January 15, 1997

(13) Any employee with at least five (5) years of service who retires, is permanently separated or who voluntarily leaves the service of the Township shall be entitled to one-half (1/2) day's pay at his/her regular straight time rate for each day up to a maximum of two hundred (200) days of unused sick leave credited to him/her at the time of such separation from the Township payroll, except that in no case shall such payment exceed ten thousand dollars (\$10,000), provided that the following named employees shall be subject to a cap of fifteen thousand dollars (\$15,000), based upon their accrued unused sick time as of this date:

Eleanor Bove
Carolyn Boice
Herbert Crozier

Frank Ferraiuolo Jr.
Steve Funicelli
Ron Morgan

Robert Sheldon
Nicholas Vitale

(14) Notification must be made to the Township Administrator not fewer than thirty (30) days prior to such separation, unless circumstances render such notice impossible. Payment of this supplemental compensation shall be on a biweekly basis at the level of employee's last rate of pay until such benefit is exhausted.

Section B. Bereavement leave

(1) In the event of a death in the immediate family of an employee, the Township will grant an absence with pay to the employee from the date of death to and including the day after the funeral

(2) Immediate family is defined to mean a parent, grandparent, spouse, child, sibling, parent-in-law or any other relative who resides in the household with the employee.

(3) In the event of a death in the family not mentioned in Paragraphs (1) and (2) above, the Township will provide one (1) personal day of bereavement leave to the employee to attend funeral services. In cases where such services are to be held beyond a two hundred (200) mile radius of East Hanover, the Township Administrator may grant special consideration for travel time where the employee has no vacation or compensatory time available.

Section C. Marriage

An employee who is to be married is entitled to leave of five (5) working days of leave.

Section D. Leave of Absence without Pay

A leave of absence without pay may be requested by an employee who shall submit in writing all facts bearing on the request to his/her Department Head, who will append his/her recommendation and forward the request to the Township Administrator for Township Council action. Each case will be considered on its merits and will not establish a precedent. Leaves of absence without pay shall be limited to a maximum of six (6) months.

Section E. Jury Duty

If any employee is legally selected for jury duty, every effort shall be made to enable such employee to serve as a juror. Each employee shall be paid for time served as a juror at his/her regular rate of pay providing that any compensation received as a juror shall be turned over to the Township immediately upon its receipt.

Section F. Military Leave

Any employee who is a member of the National Guard or Naval Militia or of a reserve component of any of the Armed Forces of the United States, who is required to undergo annual field training or annual active duty for training, shall be granted a leave of absence with pay for the period of such training, not to exceed two (2) weeks each year, provided that any compensation received for such duty shall be turned over to the Township immediately upon its receipt. Such leave shall be in addition to his/her annual vacation leave. All of the above is subject to state and federal statutes.

Section G. Maternity.

Maternity leave and benefits are provided for under short-term disability (income replacement). Employees applying for maternity leave shall be covered under the income replacement program as set forth in Article XIII hereof.

Section H. Personal Days

Personal Days may be granted by the Department Head in the event of emergency situations only. Requests for personal days must be submitted to the Department Head at the earliest possible time prior to the day(s) requested. The decision of the Department Head shall be final, except as otherwise indicated in Article IX.

Section I. Terminal Leave

(1) Any employee with at least twenty-five years of continuous service shall receive ninety (90) working days prior to the effective date of retirement and the employee shall not be required to report for or to perform any duties during this period.

(2) Any employee applying for terminal leave must submit said notification in writing to the Township Administrator not fewer than ninety (90) days prior to the effective date of the retirement. Failure to do so may subject the employee to forfeiture of terminal leave benefits.

(3) Payment of the terminal leave benefit shall be on a biweekly basis.

ARTICLE XIII. HEALTH AND INSURANCE BENEFITS

Section A. The Township shall provide for and pay all premiums, unless otherwise stated,

in connection with the following benefits for each member and his/her family.

(1) Health and Medical Benefits

- (a) A comprehensive medical/surgical policy as provided under the New Jersey Health Benefits Plan (NJHBP) in effect at the time of execution of this Agreement, or a direct equivalent which provides, at a minimum, benefits equal to the NJHBP.
- (b) A comprehensive major medical policy as provided under the New Jersey Health Benefits Plan (NJHBP) in effect at the time of execution of this Agreement, or a direct equivalent which provides, at a minimum, benefits equal to the NJHBP.

(2) Dental Health Benefits

A dental health plan providing the following minimum benefits as provided by the Delta Dental plan in effect at the time of execution of this Agreement:

- (a) No deductible
- (b) Per patient annual maximum: \$1,500.00.
- (c) Pre-existing conditions: Fully covered.
- (d) Preventive and diagnostic: Fully (100%) covered.
- (e) Basic procedures: 90% covered; 10% copayment
- (f) Prosthodontics: 70% covered; 30% copayment
- (g) Special orthodontics: 50% copay, \$1,000 per case maximum by carrier.
- (h) Periodontal surgery: 90% covered; 10% copayment.

(3) Prescription Drug Benefit

A prescription drug plan that provides for employee co-payment of two dollars (\$2.00) per prescription for generic pharmaceuticals and five dollar (\$5.00) copayment for legend (brand name) pharmaceuticals, with the remainder of the cost of each prescription to be covered by the carrier. Oral contraceptives shall be a covered expense.

(4) Life Insurance

A life insurance policy equal to three times (3x) each member's straight time annual salary.

(5) Income Replacement (Short- and long-term disability)

An income replacement program which shall provide a weekly benefit equal to two-thirds (66.67%) of employee's straight time rate, to a maximum of four hundred dollars (\$400.00) per week in the event of disability due to injury, sickness or disease suffered other than in the line of duty.

(a) Benefits shall begin seven (7) days following onset of the injury, sickness or disease, or after employee has utilized all accumulated unused sick time, whichever is later.

(b) Benefits during the first 104 weeks of disability shall be paid by the Township's self-insurance program. Benefits thereafter shall be paid by the long-term disability insurer (Unum Life Insurance at the execution of this Agreement), the provisions of which policy shall govern from the inception of the Township's obligation hereunder.

(c) This program is not in lieu of nor does it affect the requirements for coverage under applicable Worker Compensation laws

Section B. Continuing Coverage

(1) In the event of the death of an employee, the Township will pay the cost of continuing coverage under Article XIII, Sections A(1) through A(3), inclusive, for the surviving spouse until he/she remarries, and for employee's dependents as would have been applicable had the deceased continued in active employment.

(2) By adoption of the provisions of Chapter 88, P.L. 1974, as amended, the Township has assumed the obligation to provide and pay for continuing coverage of benefits equal to or better than delineated in Article XIII, Section A, Paragraphs (1) through (3), inclusive, for retirees and Paragraphs (1) through (3), inclusive, for their dependents as would have been applicable under active employment.

ARTICLE XIV. CLOTHING ALLOWANCE

Section A. Eligible employees (which shall not include office clerical personnel) of the Department of Public Works, Water and Sewer Utilities, the Recreation Maintenance force, Police dispatchers and matron, Engineering field inspectors, Fire Official and Fire Inspectors shall receive an annual clothing allowance for the purpose of maintaining their uniforms and purchasing replacements as required. Eligible employees hired on or after January 1, 1995, shall, upon successful completion of the probationary period be issued a basic uniform allotment appropriate to the employee's position and shall, in each year thereafter, receive an annual clothing allowance, provided that any employee who completes one year of service during calendar year 1996 shall receive the annual clothing allowance on or after the date of such anniversary.

Section B. Employees are responsible for maintaining a neat and orderly appearance while on duty as required by their supervisor or Department Head. Upon completion of the probationary period all employees eligible for the clothing allowance are required to wear the Township apparel and are further required to wear protective footgear as issued at all times while on the job. An employee may be directed by the Department Head to replace any article of clothing or safety footwear which, in the opinion of the Department Head, requires replacement.

Section C. Eligible employees, excluding those in the Police and Fire departments, shall be responsible for purchasing and maintaining foul weather gear and protective rubber boots.

Section D. The initial issue uniforms for eligible employees in the Department of Public Works, Recreation Maintenance force, Engineering field inspection force and the Water and Sewer Utilities shall consist of the following:

5 short-sleeve blue shirts	5 long-sleeve blue shirts	1 spring-weight blue jacket
3 pairs of dark blue work pants	1 pair steel-toed workshoes	1 winter-weight blue coat

Shirts and jackets shall be properly labeled on outside identifying the Township and department.

Section E. Initial issue uniforms for police dispatchers, police matron, Fire Official and fire inspectors shall consist of the following:

3 short-sleeve shirts	1 belt	1 pair shoes	3 pair pants
3 long-sleeve shirts	1 collar insignia	2 ties & 1 tie bar	1 name tag

The specific styles and colors shall be as determined by the Police Chief and the Fire Official, respectively, except that the Fire Official shall wear white shirt and blue pants at all times.

Section F. Employees not conforming to the above will be subject to disciplinary action by the Township and forfeiture of money paid to the employee for the purpose of maintaining and purchasing said clothing or equipment.

Section G. The annual clothing allowance shall be for the term of this contract and shall consist of \$600 in 1996, payable within thirty (30) days of execution of this Agreement, and \$600 each in 1997 and 1998, each payable within thirty (30) days following adoption of the Township budget but in no case later than July 1 of each year.

Section H. Any additional and required safety equipment and clothing as jobs or assignments may require shall be provided by the Township at no cost to the affected employees.

Section I. The Township Safety Committee shall endeavor to ensure the safety of employees where special equipment and clothing is necessary (i.e. safety goggles, hard hats, rubber gloves, breathing apparatus), and shall recommend to the Township Council the purchase of such clothing and equipment as it deems necessary.

ARTICLE XV. RATES OF PAY AND COMPENSATION

Section A. For the year 1996, employees covered by this Agreement shall each receive the following salary increase:

(1) Employees hired prior to October 1, 1995, three and one-half percent (3.5%) of their 1995 base salary.

(2) Employees hired on or after October 1, 1995, through December 31, 1995, two and six hundred twenty-five one thousandths percent (2.625%) of their 1995 base salary.

(3) Employees hired on and after January 1, 1996, through March 31, 1996, One and seventy-five one-hundredths percent (1.75%) of their 1996 base salary.

Section B. For the year 1997, employees covered by this Agreement shall each receive the following salary increase:

(1) Employees hired prior to October 1, 1996, four and one-quarter percent (4.25%) of their 1996 base salary.

(2) Employees hired on or after October 1, 1996, through December 31, 1996, three and one thousand eight hundred seventy-five ten-thousandths percent (3.1875%) of their 1996 base salary.

(3) Employees hired on and after January 1, 1997, through March 31, 1997, Two and one-eighth percent (2.125%) of their 1997 base salary.

Section C. For the year 1998, employees covered by this Agreement shall each receive the following salary increase:

(1) Employees hired prior to October 1, 1997, four and one-quarter percent (4.25%) of their 1997 base salary.

(2) Employees hired on or after October 1, 1997, through December 31, 1997, three and one thousand eight hundred seventy-five ten-thousandths percent (3.1875%) of their 1997 base salary.

(3) Employees hired on and after January 1, 1998, through March 31, 1998, Two and one-eighth percent (2.125%) of their 1998 base salary.

Section D. The Township shall have the right to create new job titles, classifications and rates of pay for any position, provided that all persons similarly situated shall be treated equally. The Township shall notify the Association of any and all changes or adjustments affecting persons or positions covered by this contract.

Section E. All individuals newly employed by the Township shall receive compensation commensurate with their experience, duties and responsibilities. The Township shall set the salary for all newly employed individuals and shall notify the Association of all new appointments or additions.

Section F. All employees whose employment began prior to January 1, 1995, shall receive longevity pay at the rate of two percent (2%) of the current base pay for the completion of each four years of continuous employment up to and including a maximum of ten percent (10%). All other employees shall receive longevity pay at the rate of two percent (2%) of the then current base pay for the completion of each five (5) years of continuous employment up to and including a maximum of eight percent (8%).

Section G. Payments for longevity shall begin on the anniversary date of hire. Longevity accrued from anniversary dates prior to July 2 shall be retroactive to January 1 of the anniversary year. Longevity accrued from July 2 through December 31 shall take effect on January 1 of the year following the anniversary year.

Section H. Longevity payments shall be included for the purposes of pension calculation, overtime, vacation pay, sick leave pay and terminal leave pay.

Section I. Annual salaries shall consist of the employee's base salary plus longevity which sum shall be divided by twenty-six (26) and paid in equal biweekly installments throughout the year.

Section J. Any employee with a minimum of two (2) years of service with the Township whose employment is terminated by the Township other than for those specific situations listed in Article XVIII hereof shall receive two weeks' severance pay, payable to the employee on his/her last day of employment with the Township.

ARTICLE XVI. ASSOCIATION DUES AND CHECKOFF

Section A. The Township agrees to deduct from the pay of those employees who are subject to this Agreement dues for the Association. Said deductions shall be in compliance with Chapter 310, P.L. 1967 (N.J.S. 52:14-15.9(e)) as amended. Said monies together with records of any corrections shall be transmitted to the Association treasurer after each biweekly pay period. Such authorization shall continue in effect until it is formally revoked in writing to the Township Treasurer, and will be effective on the first day of the next January or July, following receipt by the Township.

Section B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.

Section C. The Association will provide to the Township Treasurer the necessary "check-off authorization" forms for employees who individually and voluntarily request in writing that such deductions be made on a form mutually agreeable between the Township and the Association and consistent with applicable law.

Section D. The Township agrees to deduct an agency fee in the amount of eighty-five percent (85%) of the Association's regular membership dues for each non-member employee

subject to this Agreement, as stated in N.J.S. 34:13A-5.5(b) and 5.6 as amended, and any regulations promulgated thereafter.

Section E. The Association agrees to indemnify and hold harmless the Township from any cause of action, claims, loss or damages as a result of the aforementioned clause, including, but not limited to, any claims from any non-Association members for excessive or improper disbursement of agency shop fees or dues deducted from the salaries of non-members of the Association.

ARTICLE XVII. NO STRIKE PLEDGE

Section A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty or willful absence of an employee from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, picketing or other activities by the Association which interfere with the operation of the Township. The Association agrees that such action would constitute a material breach of this Agreement. Any employee who violates this Article shall be subject to disciplinary action, up to and including termination.

Section B. The Association, its officers, agents, representatives and members shall not, in any way, individually or on behalf of the Association authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any strike in violation of this Article.

Section C. The Association, its officers, agents, representatives and members will actively discourage and will take whatever affirmative steps are necessary to [prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Township. Such affirmative action will include all reasonable steps to halt and cease the prohibited actions, including, but not limited to the Association sending notice to all employees directing the employees to cease with such activities immediately, within twenty-four (24) hours of a request by the Township.

Section D. Nothing contained in this Article shall be construed to limit or restrict the Township from seeking and obtaining such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XVIII. DISCIPLINARY ACTION

Section A. Any employee covered by this Agreement shall be subject to disciplinary action, up to and including termination, as determined by the Township Administrator in conjunction with the Township Council in each case, according to the nature of the infraction of rules, regulations, orders and policies of the Township. For purposes of example, without limitation, the following causes are subject to disciplinary action up to and including discharge:

- (1) Intoxication on the job from alcohol or other mind-altering substance not taken pursuant to a valid, current prescription.
- (2) Insubordination or willful disobedience of orders or other serious breach of discipline.
- (3) Indecent, profane or harsh language in dealing with the public.
- (4) Disrespect to a superior or to as citizen of the Township.
- (5) Absence without leave
- (6) Immorality, indecency or lewdness
- (7) Conviction of any criminal act or offense
- (8) Conduct unbecoming an employee in public service
- (9) Failure to report for work as assigned
- (10) Reckless or careless operation of Township-owned vehicles or other equipment.
- (11) Fighting on the job.
- (12) Refusal or failure to perform assigned duties
- (13) Intentional damage to or misuse of Township property, including waste of Township supplies.
- (14) Theft of property belonging to the Township, its employees or citizens.

(15) Excessive or chronic absenteeism

(16) Drinking of alcoholic beverages or possession of same, on or off Township premises during working hours.

(17) Chronic tardiness

(18) Use of illegal drugs or possession of same, on or off Township property during working hours.

(19) Incompetency or insufficiency

(20) Unauthorized use of Township property.

Section B. The foregoing rights of the Township are in addition to any rights conferred by statute or ordinance upon the Township as a public employer.

Section C. Disciplinary proceedings against employees shall be made known to the Association president prior to any hearings or implementation of said disciplinary actions.

Section D. The Township agrees to have Association representation at any and all formal disciplinary hearings or actions against any Association member. Representation will be the Association president and/or designated representative.

ARTICLE XIX. PROBATIONARY PERIOD

Section A. All regular full-time employees hired during the term of this Agreement shall be deemed probationary employees and shall be subject to serve a probationary period of ninety (90) calendar days. Days lost from work because of sickness or accident during the probationary period shall not be considered in computing the 90-day period.

Section B. During this probationary period, the Township reserves the right to terminate a probationary employee without notice for any reason.

Section C. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement.

entire Agreement between the parties and no verbal statements or other amendments, except an amendment mutually agreed upon between the parties in writing and annexed hereto and designed as an amendment to this Agreement, shall supersede or vary the provisions herein.

ARTICLE XXIII. TERM

This Agreement shall be in full force and effect from January 1, 1996, through December 31, 1998. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the expiration of the Agreement, written notice may be given to the other party no sooner than one hundred fifty (150) days nor fewer than ninety (90) days prior to such expiration date. The party seeking to terminate, amend or otherwise modify this Agreement shall furnish to the other party within fifteen (15) days after such notification, a copy of its entire set of proposals for such changes. The party receiving the changes will then have thirty (30) days from receipt of such changes to furnish its own proposals to the other party.

IN WITNESS WHEREOF, the parties have caused to be affixed hereto the signatures of their duly authorized representatives.

EAST HANOVER
EMPLOYEES ASSOCIATION

By: Bruce W. Allen
Carol J. Moran

TOWNSHIP OF EAST HANOVER

By: Lawrence J. Colasurdo
Lawrence J. Colasurdo, Mayor

ATTEST:

Judith Tarte

Marilyn J. Snow
Marilyn J. Snow, Township Clerk

Section D. The probationary period may be extended by the Township for an additional thirty (30) calendar days.

ARTICLE XX. SENIORITY

Section A. For the purposes of this Agreement, seniority is defined as the length of full-time continuous service in a position within the bargaining unit. When a member is promoted out of the unit and then returns to the unit, he/she shall receive service credit for the previous time within the unit. An employee who voluntarily leaves the employ of the Township and subsequently returns shall not receive service credit for the time previously worked. If a unit member who has been terminated through a reduction in force is subsequently re-employed by the Township in the same unit, he/she shall receive full seniority credit for all prior years in the unit.

Section B. A regular part-time employee who is appointed to a full-time position in the bargaining unit shall be credited with six (6) months of seniority on a pro rata basis for each year of continuous unbroken service in a bargaining unit position in which he or she worked one thousand (1,000) hours or more.

Section C. The Township will make reasonable effort to fill vacancies which occur within the unit with qualified individuals from within the unit. The Township shall retain its sole and exclusive right to fill said vacancies and such decisions shall not be subject to the Grievance Procedure of this Agreement, except as to the procedure hereinafter set fourth.

Section D. Any unit member who applies for such vacant position shall, if qualified, be duly considered by the Township. Such consideration shall include but not be limited to the opportunity to apply and where applicable based on the employee's relative qualifications, be granted an interview. All applicants shall be advised in writing of the outcome.

ARTICLE XXI. SEPARABILITY AND SAVINGS

In the event that any provisions of this Agreement shall be declared invalid by legislative action or any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement. It is the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XXII. TOTAL AGREEMENT

Notwithstanding any other agreements previously in effect, the foregoing constitutes the