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RUTGERS UNIVERSITY

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of November \_\_\_\_\_, 1978, by and between the TOWNSHIP OF EWING, Road Department, Recreation Department, Mercer County, Trenton, New Jersey, hereinafter referred to as the "Employer", and Local No. 2472, Council No. 73, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union";

WITNESSETH:

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties;

NOW THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the premises, the parties hereto agree as follows:

ARTICLE I  
RECOGNITION

SECTION I:

The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed under Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

SECTION II:

NO STRIKE CLAUSE

It is agreed that during the terms of this Agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slowdown, stoppage of work, boycott, picketing, or willfull interference with production,

transportation or distribution and that there shall be no lockout of employees by the employer.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, forward copies of such order to the employer and use every means at its disposal to influence the employees to return to work.

### SECTION III:

#### DUES AND DEDUCTIONS

Upon receipt of a lawfully executed written authorization from an employee, the Township of Ewing agrees to deduct the regular monthly Union dues of such employee from his or her paycheck, and remit such deduction by the tenth (10) days of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted.

Any employee may, in writing, terminate his or her respective dues deduction authorization as of July 1 of the contract year.

### SECTION IV:

#### SAVE HARMLESS CLAUSE

The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township as a result of any action by the Township under the provisions of Article I.

### SECTION V:

#### UNION REPRESENTATIVES

Representatives of the Union, who are not employees of the Township of Ewing, shall be admitted on the premises of the employer for Union business solely and by the International Representative presenting himself to the present head of the Department or his designee prior to the discussion of Union business.

The Township agrees to recognize a maximum of two shop stewards selected by the Union, one shop steward being from the Road Department and one shop steward being from the Recreation Department. A steward shall be granted a reasonable amount of time during his working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor.

The Union president shall be granted a reasonable amount of time during his regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. Neither a steward nor a Union Officer shall leave his work without first obtaining the permission of his immediate supervisor, which permission shall not be unreasonably withheld.

#### SECTION VI:

##### EQUAL TREATMENT

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership or union activities.

The Township and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

##### ARTICLE II

##### MANAGEMENT RIGHTS

It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, select and direct the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer within the Department, to determine the amount of overtime to be worked, to

relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work together with selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise except as they may be otherwise specifically limited in this Agreement.

ARTICLE III  
SENIORITY

A. Seniority is defined as an employee's continuous length of service with the Township, beginning with his latest date of hire.

B. LOSS OF SENIORITY--Continuous service for seniority purposes shall be broken for any of the following reasons:

1. Discharge for just cause.
2. Voluntarily quitting employment.
3. Failure to report as required following the expiration of an approved leave of absence, unless the employee has a justifiable reason for his inability to report.
4. Absence from work without report for five (5) consecutive working days unless reasonable and satisfactory excuse for not having notified the Township is presented.

C. For the special purpose of lay off and recall, the President of the Union, shall during his term of office and during his employment with the Township of Ewing, be credited with top seniority in the bargaining unit.

D. PROBATIONARY EMPLOYEES

1. Newly hired employees shall be considered probationary employees for the first three (3) month period. Such employees may during the probationary period, be terminated at any time without any recourse whatsoever. Anything to the contrary notwithstanding, the parties to the Agreement may extend the probationary period by

mutual consent.

2. Upon completion of the probationary period, an employee's seniority shall be his date of commencement of employment, including the probationary period, for purposes of benefits.

E. LAYOFF

1. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills and abilities to perform whatever work may be available.

2. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications and skills and abilities for the work available. The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment.

F. In all applications of seniority under this Article, where ability to perform work and physical fitness are equal as determined by the Township, seniority shall be given preference in promotions, demotions, layoffs, recall, vacation schedules and work shifts.

G. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts on a seniority basis only when vacancies occur or changes in the number of employees per shift are being made. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be permitted or required to wait longer than one (1) year to exercise his preference of shift over a less senior employee.

H. The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

I. The Township shall promptly advise the appropriate Union representatives of any change which necessitate amendments to the seniority list.

ARTICLE IV  
LEAVES OF ABSENCE

SECTION I:

PAID LEAVES OF ABSENCE

A. SICK LEAVE--Sick leave for permanent employees shall accumulate on the basis of one (1) day per month until the end of the calendar year of appointment of said employee and thereafter fifteen (15) days per year. Sick leave for provisional and temporary employees shall accumulate on the basis of one (1) day per month or twelve (12) days per year.

Sick days are credited to all permanent employees in advance on January 1st of each year. However, it must be understood that these days are credited anticipating the employee will work the full twelve (12) months during the year.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. If any employee is absent for reasons that entitled him to sick leave, his supervisor or his designee shall be notified prior to the employee's starting time or in conformance with department regulations.

D. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

E. Sick leave credits shall continue to accrue while an employee is on any leave with pay. Credits shall not accrue while an employee is on any leave without pay, except military leave.

F. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected.

G. Permanent employee will be permitted to use his or her sick leave for emergencies incurred by members of his or her immediate family in accordance with Civil Service regulations and Civil Service definitions; definition of immediate family as set forth by Civil Service.

SECTION II:

BEREAVEMENT PAY

A. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being Mother, Father, Sister, Brother, Spouse, Child, Mother-In-Law, Father-In-Law, said employee shall be excused from work from the date of death until the day of burial, inclusive. The employee will be paid his hourly rate of pay for any such days of excused absence which occur during his normal workweek, but in no event more than eight (8) hours for any one (1) day.

B. In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle, or grandparents, the employee will be excused for the day of the funeral with pay if he is scheduled to work.

C. It is intended that the above payment be made for such period only that the employee would actually have been working to the end that an employee will either receive the death benefits hereunder or holiday pay, vacation pay, military pay, jury duty pay, or disability benefit as the case may be. The above provision is intended to mean to attend the funeral of the immediate family as specified above. However, if a member of the family is buried outside the United States and the employee does not attend, one (1) day's funeral pay will be paid.

D. Employees will be required to submit proof of death for the purpose of receiving payment under Sections B and C.

SECTION III:

OCCUPATIONAL INJURY

A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of the injury, when substantiated by the Township Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Worker's Compensation paid under the New Jersey Worker's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of six (6) months from the date of injury.

In the event that an injured employee receives temporary disability under worker's compensation during the course of the aforementioned six (6) months, he or she is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Clerk of the Township of Ewing. Said tender of draft to the Township of Ewing will be in way of reimbursement to the aforementioned Township toward payment of the injured employee's full salary during the course of the six (6) month period. In the event that the injured employee does not endorse and turn over the aforementioned draft to the Township Clerk, he or she shall not then receive full pay but only the difference between the compensation pay and his or her full pay during the six (6) month period of time.

B. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

SECTION IV:

UNION BUSINESS

The bargaining unit is granted an aggregate of five days with pay per bargaining unit for Union convention



business solely. The Union is to advise the department heads of which individual will be attending the convention and the dates of same.

SECTION V:

MILITARY LEAVE

An employee may be granted a leave of absence up to two (2) weeks to complete his military obligation. The Township will make up the difference in pay which the employee receives from the military and his regular pay.

SECTION VI:

JURY DUTY

In the event that an employee is called to jury duty, the employee will be granted time off as the court requires. Their absence from work will not be counted against their regular vacation period or sick leave accumulation. The employee will be paid only from the time required to serve on jury duty, and if there are times the employee is not scheduled for jury duty, then and in that case, must report for work. All requests for jury duty leave must be filed with the Department head prior to the leave. If the employee is released from jury duty on or before 10:30 a.m. on any morning, he or she is to return to work immediately after the lunch period.

SECTION VII:

NON-PAID LEAVE OF ABSENCE

A. The Township will grant leave of absence, without pay, to one (1) employee to accept full-time Union employment. Sixty (60) days notice shall be given to the Township by any employee requesting such leave.

B. All other leaves of absence without pay shall be at the discretion of the Township.

C. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided however, that sick leave and vacation leave and longevity credits shall not accrue with the exception of those on military leave.

#### ARTICLE V

#### GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

Step 1: The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) days of its occurrence or within five (5) days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned. *W. W. A.C. - 11-20-78*

Step 2: If the grievance has not been settled, it shall be presented in writing to the department head within five (5) days after the supervisor's response is due. The department head shall respond to the steward in writing within three (3) days. If the grievance is not presented in writing in accordance with this stipulation within (5) days, it shall be deemed abandoned. *A.C.* *1978*

Step 3: If the grievance still remains not settled, it shall be presented to the Municipal Administrator in writing within seven (7) days after the response of the department head is due. The Municipal Administrator will hold a hearing within ten (10) days of receipt of presentation of the grievance to him. The Municipal Administrator shall respond in writing within five (5) days. If the grievance is not presented in writing, in

accordance with this provision within seven (7) days, it shall be deemed abandoned.

Step 4: If the grievance still remains not settled, it shall be presented to the Township Committee, in writing, within seven (7) days after the response of the Municipal Administrator is due. The Township Committee shall respond within ten (10) days. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) days, it shall be deemed abandoned.

Step 5: If the grievance still remains not settled, the Union may, within fifteen (15) days after the reply of the Township Committee is due, by written notice to the Township Committee, request arbitration. In the event arbitration is not requested within fifteen (15) days, the grievance shall be deemed abandoned, and the matter may not then thereafter be arbitrated. A.C.  
A.C.

The arbitration proceeding shall be conducted by an impartial arbitrator to be selected by the employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employees Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name, the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the impartial arbitrator shall be binding and final on both parties. The impartial arbitrator shall be requested to issue his decision within thirty (30) days after conclusion of testimony and argument and upon his closing of the matter.

The expense for the arbitrator's services shall be born equally by the employer and the Union. If either party desires a verbatim record of the proceedings it may cause the same to be made, providing it pays for the record and makes a copy available, without charge to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for arbitration shall be those arising out of the meaning, application and interpretation of the provisions of this Agreement. Nothing in the foregoing shall be construed to empower the impartial arbitrator to make any award amending, changing, subtracting from, or adding to the provisions of this Agreement.

It is understood and agreed that the subject of general wages shall not be a subject to arbitration.

It is intended by this provision to give an employee the option to appeal his case under the Civil Service rules and regulations and through Civil Service procedures or arbitration, but not both. It is not intended to change, modify, or alter in any fashion the Civil Service rules and regulations, but in effect only to give additional alternative remedy to an employee. A grievant may elect to proceed under either arbitration or civil service, not both.

The grieved employee is permitted to have present at the third step, his union steward, local president, and Council No. 73 representative.

#### ARTICLE VI HOURS OF WORK

##### SECTION I:

###### WORK WEEK

The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, except for employees in six (6) day operation.

##### SECTION II:

###### WORK SCHEDULE

Work schedules showing the employee's shifts, workdays, and hours of work shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

##### SECTION III:

###### OVERTIME

Time and one-half the employee's regular rate of pay shall

be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hour:

A. Daily--All work performed in excess of eight (8) hours in any workday.

B. Weekly--All work performed in excess of forty (40) hours.

C. All work performed on the sixth work day as such of any work week, provided the employee has worked a total of forty (40) hours, sick time, and vacation will be construed as days worked.

D. All work performed on a holiday shall be paid at time and one-half plus holiday pay.

E. In the event that any holiday shall fall on a regular workday and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.

F. All work performed by the Road Department on Sunday shall be paid at the rate of double-time as such. (Employees absent due to excused sick, vacation or holiday, will have this time credited as time worked.)

Overtime opportunities shall be distributed as equally as possible among employees in the same job classification, department and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked.

When an employee is required to work overtime in an emergency, for snow removal, and has worked a minimum of four (4) hours overtime, in addition to regular shift, then in that case the Township will make provisions for meal allowances.

#### SECTION IV:

##### CALL-IN TIME

An employee who is required and returns to work during period other than his regular scheduled shift, shall be guaranteed four (4) hours pay. The employee will be paid time and one-half his

regular rate of pay for the actual time worked and will be given the opportunity to go home when the assignment he was called in for is completed. In the event the employee desires to leave work when the assignment is completed he will then be paid straight time from the completion of the work assignment for the remaining time up to four (4) hours. If the employee decided to stay, the supervisor may provide work for the remaining time of the four (4) hours.

When the four (4) hours call-in time pay overlaps with the regular shift, upon commencement of the regular shift, the employee from that time on will not receive time and one-half but his or her straight time pay.

#### SECTION V:

##### PAY SCALES OR RATES OF PAY

The pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached.

Any employee who performs work in a higher paid classification other than his own for at least four (4) consecutive hours shall be paid at the rate of the higher classification when authorized by his immediate supervisor for the time actually worked in higher classification.

The parties agree that when an employee is assigned the position of asphalt raker he is to receive additional compensation at the rate of thirty cents (30¢) per hour when he is assigned to the position of asphalt raker. In the event that the employee works less than eight (8) hours in the position of asphalt raker, he or she is still to be paid the additional rate of thirty cents (30¢) per hour for the full eight (8) hours.

#### ARTICLE VII HOLIDAYS

A. There shall be fourteen (14) paid holidays during the term of this Agreement. The following days will be recognized as holidays under this Agreement:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday.

C. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. Employees scheduled Tuesday through Saturday, who may lose a day off as a result of this provision, shall be given a mutually agreeable day off at another time.

D. In the event a holiday falls within an employee's vacation period, the holiday shall be celebrated at the employee's option, unless the Township determines that it can not be taken because of pressure of work.

E. In order to qualify for holiday pay, employees must work his or her scheduled workday immediately preceding and his or her scheduled workday immediately following the holiday unless on an excused absence.

F. Permanent employees with four (4) or more consecutive months seniority are eligible for holiday pay.

G. Whenever a holiday falls during the time an employee is on paid sick leave that day will not be charged against his sick leave.

H. Employees who are on leave of absence without pay, will not be eligible for holiday pay.

#### ARTICLE VIII VACATIONS

All permanent employees, full time temporary and full time provisional employees, other than seasonal, shall be entitled to

vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacations with pay shall be granted to employees as follows:

Date of hire to December 31st of year of appointment--

one day per month

One year through five years.....thirteen working days

Six years through thirteen years.....sixteen working days

Fourteen years to twenty years.....twenty-one working days

Twenty years and over.....twenty-three working days

Permanent part-time employees shall receive vacation credit allowance in a proportionate or prorated basis.

B. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

C. Vacation allowance must be taken during the current calendar year at such time as permitted unless the appointing authority determines that it can not be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

D. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return, and for the year preceding, providing the latter can be taken during the year of return.

E. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.



F. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of his death.

G. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except military leave.

H. Employees called back to work while on vacation shall receive time and one-half for that time.

ARTICLE IX  
GENERAL PROVISIONS

A. The Employer agrees to make available a bulletin board at the Road Department Garage. The said bulletin board shall be used for posting of the following notices: Union meetings, Union elections and returns, Union appointments to office and Union recreational or social affairs.

B. If any provision of this Agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect during the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

C. Proposed modifications, changes, or new rules and regulations will be discussed by the members of the bargaining unit and the respective departments prior to formal adoption. Members of the respective units may further make recommendations with regard to the aforementioned proposed modifications, changes or new rules and regulations to the respective departments.

D. LONGEVITY--Employees of the Township shall be paid in addition to their salaries, longevity pay on completion of the years of service as of the anniversary date of hire as listed below:

8 years.....	\$200.00	annually
12 years.....	\$400.00	annually
17 years.....	\$600.00	annually
22 years.....	\$800.00	annually
26 years.....	\$1000.00	annually

All employees who have completed the above required years of service during any quarter of the calendar year shall be paid at the beginning of the next quarter the pro-rated sum of longevity as set forth in the schedule herein above.

Longevity shall be paid to full-time permanent employees only and the amount to be paid shall be based on the years of continuous service with the Township.

The aforementioned longevity payments will be distributed to the employee on a prorated basis in their bi-weekly salary payment from the Township during the course of the year. In other words, the employee in each of his checks from the Township will receive one-twenty-sixth (1/26th) of the longevity pay due him, with the exception of overtime hours.

E. CLASSIFICATION AND JOB DESCRIPTION--The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made a part of this Agreement.

If during the term of this Agreement the Township determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay therefore, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to the grievance procedure commencing with Step 3 of this Agreement.

The president of the union will receive from the Township Administrator a job description of the members of his bargaining unit and the department head will have additional copies of the job descriptions.

F. SAFETY AND HEALTH--The employer will make a reasonable effort for the safety and health of its employees and will provide

employees with foul weather gear when necessary, tools or devices deemed necessary, in order to insure their safety and health. When such materials are issued, it is the employee's obligation to use them. The Employer and Union shall endeavor to designate a safety committee member from the department covered under this Agreement. It shall be the joint responsibility of the safety committee to investigate and correct unsafe and unhealthy conditions. The committee will meet periodically as necessary, to review conditions in general, and to make recommendations to either or both parties, when appropriate. The Employer will provide the Union safety members reasonable time to investigate safety or health complaints in their department during their working hours at no loss of pay. The employee must first obtain permission from his immediate supervisor and it is understood that during this investigation he will not interfere with work assignments of others. The Employer's safety member will accompany him on his investigation.

G. REST PERIODS--The Employer shall grant one (1) fifteen (15) minute paid rest period in the A.M. at a time designated by the respective department heads.

H. LATENESS AND ABSENCE--Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent.

If the employee does not call in, he will not be paid for the period unless circumstances beyond his control preclude his call. Excessive lateness and unjustified absence shall be cause for suspension or termination.

I. CONTRACTING WORK OUT--The Employer shall have the right at its discretion, to apportion work by contract or sub-contract to others as it may see fit in order that the services which have to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or sub-contracting of work

performed by the Township employees shall not result in a mass lay-off of said employees covered by this Agreement.

J. EMERGENCY--In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Mayor and will not be subject to the grievance procedure.

ARTICLE X  
INSURANCE AND RETIREMENT BENEFITS

A. The Employer will provide hospitalization and medical insurance through New Jersey Blue Cross-Blue Shield, with Rider J or its substantial equivalent, to all employees and their dependents covered under this Agreement, as defined in the program.

B. The Employer agrees to provide retirement benefits in accordance with applicable New Jersey Statutes.

C. The Township of Ewing shall establish a prescription drug provision program effective the earliest possible date that the Township of Ewing and the Hospital Service Plan of New Jersey can enter into an agreement with regard to same. The premium for said program shall be paid by the Township of Ewing and administered by same. The drug prescription program shall provide benefits to all eligible unit employees and their eligible dependents through the Hospital Service Plan of New Jersey prescription program. Each prescription required by a competent medical authority for federal legend drug shall be paid for by the carrier subject to a deductible provision which shall not exceed \$1.25 per prescription and further subject to specific procedural and administrative rules and regulations which are part of the program.

Each employee shall be provided with an authorization and identification card, a list of the participating pharmacies in the program, and brochure describing the details of the program.

ARTICLE XI  
ACCESS TO PERSONNEL FOLDER AND EVALUATIONS

A. An employee shall within five (5) working days of written request to the Personnel Department have an opportunity to review his or her personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the Township during the term of this Agreement. He or she shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in his or her file.

B. Each regular written evaluation of work performance may be reviewed with the employee and the employee may place his or her signature or not place his or her signature on the evaluation form. Such signature does not mean agreement with the contents of the evaluation unless such agreement is stated thereon.

ARTICLE XII  
PERSONAL DAYS

Employees covered by the provisions of this Agreement, shall be entitled to three days per year leave of absence with pay for personal business. Said leave shall not be taken unless 48 hours notice thereof has been given the employee's supervisor. In the event that less than 48 hours notice is given, said leave may be taken only upon authorization by said supervisor. The Township reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

ARTICLE XIII  
MEMBERSHIP PACKETS

The Union may supply kits or packets which contain information for distribution to new employees, including the role of the Union, and the membership application and a copy of this Agreement, as well as other material mutually agreed to by the Township and the Union. The Union agrees to distribute such membership kits or packets to new employees during the initial phase of employment.

ARTICLE XIV  
POSTING OF JOBS

Existing or planned Civil Service job vacancies in the department or departments of the bargaining unit will be posted in all work locations on the bulletin boards. The posting will include a description of the job, any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making application and said application must be made within five working days of posting. A copy of the posting will be given to the Union President.

ARTICLE XV  
WORK UNIFORMS

The Township will continue to provide work uniform program presently established except to increase uniform to five (5) sets per employee and number of tee shirts to five (5) sets per employee.

The Township will continue to provide safety shoes to those employees who are entitled to same.

ARTICLE XVI  
UNUSED SICK LEAVE--RETIREMENT

Permanent employees in the bargaining unit who enter regular retirement in accordance with P.E.R.S., and have to his or her credit, any earned and unused sick leave, shall be entitled to receive supplemental compensation for each earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employees daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation shall exceed four thousand (\$4000.00) dollars. This supplemental compensation shall be paid in a lump sum after the effective date of retirement.

ARTICLE XVII

For the year 1978 solely, the Township will provide the employee with a compensatory day for all of those members of the bargaining unit who worked the entire regular shift on February 7, 1978, and were not released prior to their completion of the eight (8) hours for the regular shift, which compensatory day must be taken in the year 1978.

ARTICLE XVIII  
WAGES

Each employee covered by this Agreement for the period from January 1, 1978 to December 31, 1978, shall receive a wage increase based upon his or her annual salary exclusive of overtime, longevity and holiday pay, as of December 31, 1977, as set forth below:

Five (5) percent on the annual base salary of 1977.

All employees covered by this agreement will receive the above salary increase retroactive to January 1, 1978.

ARTICLE XIX  
TERM OF CONTRACT

This Agreement shall be effective as of the first day of January, 1978 and shall remain in full force and effect until midnight on December 31, 1979. Negotiations concerning wages and fringe benefits (fringe benefits to be defined to mean those which are of a money value) shall commence on November 20, 1978. Negotiations concerning any renewal or replacement for the year 1980 shall commence November 15, 1979 by and between the parties hereto by notice by either served, regular mail, upon the other.

ARTICLE XX  
SEPARABILITY AND SAVINGS

If any provision of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination a

to its validity, such provision shall be in-operative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI  
FULLY BARGAINED

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate the complete and final understanding, and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, we have hereunder set our hands and seals the date and year first hereinabove written.

Witness:

Leed R. Walters

Witness:

Angelo G. Calabro Council # 3 of Loc. 10

TOWNSHIP OF EWING

BY: Marye David Evans

FOR THE UNION

Alphonse Caprio Pres  
Dominick J. Rocca Vice Steward  
Harold J. Prettymore Sec. Treas  
Robert D. Spence Steward