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AGREEMENT

between

TOWNSHIP OF ROXBURY

and

LOCAL 911, INTERNATIONAL UNION OF
PRODUCTION, CLERICAL & PUBLIC EMPLOYEES

JANUARY 1, 1992 through DECEMBER 31, 1993

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PREAMBLE

This Agreement entered into this _____ day of _____ between the Township of Roxbury, hereafter referred to as the Township and Local 911, INTERNATIONAL UNION OF PRODUCTION, CLERICAL & PUBLIC EMPLOYEES, 655 Anderson Avenue, Cliffside Park, New Jersey, hereafter referred to as the Union, shall be in effect from January 1, 1992 to and including December 31, 1993.

ARTICLE 1.

RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent with regard to rates of pay, hours of work and other conditions of employment for all white collar employees, including Animal Control Officers, Fire Inspector, Police Telecommunicators, & Permanent part-time employees employed by the Employer, but excluding all Supervisors, Managerial Executives and Confidential employees, and for such additional or deleted classifications as the parties may later agree to add or delete.

ARTICLE 2.

UNION SECURITY

Section 1. It is agreed that at the time of hiring, the Township of Roxbury will inform newly hired employees who fall within the bargaining unit, that they may join the Union thirty one (31) calendar days thereafter.

Section 2. The Township agrees to deduct Union dues from the salaries of employees subject to the terms of this Agreement. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(d), as amended. Said monies, together with records of any correction, shall be transmitted to the Union office within fifteen (15) calendar days following the pay period in which the deductions were made.

Section 3. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Township written notice prior to the effective date of such change.

Section 4. The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated

Township officials as provided in N.J.S.A. 52:14-15.9(e) as amended. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Union to the Township.

Section 5. Effective on the date of signing this Agreement any employee in the bargaining unit who has not become a member of the Union will either become a member in good standing or pay a Representation fee equal to 85% of the Union dues.

ARTICLE 3.

MANAGEMENT RIGHTS

A. In order to effectively administer the affairs of the Township and to properly serve the public, the Township hereby reserves and retains unto itself, as public employer, all the powers, rights, authorities, duties and responsibilities conferred upon and vested in it by law or otherwise prior to the signing of this Agreement. Without limitation of the foregoing, the Township prerogatives include the following rights:

1. To manage and administer the affairs and operation of the Township;
2. To direct the Township's working forces and operations;
3. To hire, promote and assign employees;
4. To demote, suspend, discharge or otherwise discipline employees with sufficient cause;
5. To maintain efficiency of the Township's operations;
6. To determine the methods, means, job classifications and personnel by which such operations are to be conducted;
7. To take whatever actions may be necessary to carry out the responsibilities of the Township within its lawful authority;

8. Promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of municipal government, provided that, prior to implementation, the Union will be given an opportunity to review and negotiate in good faith, if the matter governs terms and conditions of employment.

B. Nothing contained in this Agreement shall operate to deny to or restrict the Township in the exercise of its rights, responsibilities and authorities pursuant to the laws of this State and of the United States.

ARTICLE 4.

GRIEVANCE PROCEDURE

A. DEFINITION

1. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them. No grievance may be initiated on behalf of the Township, and no employee grievance may be processed beyond Step One herein, unless such grievance shall constitute a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. It is expressly understood that disputes concerning terms and conditions of employment governed by statute or administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein. It is further expressly understood that no grievance shall be processed beyond Step One herein, if it relates to any matter which was, or which could have been, raised at the bargaining table during the negotiations that led to the instant Agreement.

2. The term "immediate superior" as used herein means the person to whom the aggrieved employee is directly responsible under the prevailing table of organization of the Township of Roxbury. The foregoing reference to table of organization and determination of immediate superior is for information purposes only, it being expressly understood that the nature, scope and formulation of a table of organization, and the determination of an employee's immediate superior are non-negotiable, non-grievable and non-arbitrable subjects over which the Township reserves total discretionary authority and control.

B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any forum thereafter. The instant grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of the term grievance as herein provided.

C. EMPLOYEES

1. Step One - Immediate Superior

(a) A grievant must file his grievance in writing with his immediate superior within five (5) working days of the occurrence of the matter complained of, or within five (5) working days after he would have reasonably been expected to know of its occurrence. If the grievant's immediate superior is the Department Head, the grievance shall be initially presented at Step Two, but in all other respects the provisions set forth in Step One shall govern.

(b) The grievance must be in writing on the grievance form approved by the Township and the Union; must be signed by the grievant and, if filed by the Union, by the Union's representative as well, must set forth a clear and concise statement of facts constituting the grievance, the specific contract provision(s) forming the basis of the grievance, and must set forth with particularity the remedy sought by the grievant.

(c) Once a grievance is timely filed, the immediate superior shall investigate the grievance and render a written response, which shall be served upon the grievant, the Union and the Shop Steward. In the course of his investigation, the immediate superior may consider the matters contained in the written grievance and may also schedule a meeting with the grievant and the Shop Steward within three (3) working days after receipt of the grievance. The immediate superior's response shall be served within five (5) working days after receipt of the grievance, or if a meeting has been held as aforesaid, within five (5) working days after the date of such meeting.

2. Step Two - Department Head

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the immediate superior has not served a timely written response at Step One, then within five (5) working days after the response date set forth in Step One, the grievant and the Union, if the grievance is filed by it, may present the written grievance and any written statement of the dissatisfaction with the results at Step One. If the Township Manager is serving as Department Head, Step Two shall be bypassed and the grievance presented at Step Three. Upon receipt of the grievance by the Department Head, the procedure set forth in Step One shall be followed, except that the meeting date period shall be five (5) working days and the response period shall be ten (10) working days.

3. Step Three - Township Manager

In the event the grievance is not resolved at Step Two, or in the event the Department Head has not served a timely written response at Step Two, then within five (5) working days after the response date set forth in Step Two, the grievant and the Union may present the written grievance and any written response(s) received at Steps One and/or Two to the Township Manager, together with a written statement of the dissatisfaction with the results at Step Two. Upon receipt of the grievance by the Township Manager, the procedures set forth in Step One shall be followed, except that the meeting date period shall be seven (7) working days and the response period shall be fourteen (14) working days.

4. Step Four - Arbitration

(a) In the event the grievance is not resolved at Step Three, or in the event the Township Manager has not served a timely written response at Step Three, then within five (5) working days after the response date set forth in Step Three, the Union only may notify the Township Manager in writing of the grievant's intention to submit the grievance to binding arbitration.

(b) The Union only may invoke binding arbitration by submitting a written request therefore to the Public Employment Relations Commission with a copy of such request to the Township Manager. Thereafter binding arbitration proceedings shall be conducted pursuant to the Public Employment Relations Commission rules governing same, except as they may be expressly altered or modified herein.

(c) The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons for his award, by no later than thirty (30) days from the date of closing the hearing, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator shall lack authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of the Agreement.

5. Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places, provided that such meetings and hearings shall not be scheduled during employees' regular working hours unless absolutely essential to a fair disposition of the grievance. The individual grievant shall have at his request his Shop Steward or Business Agent (at Step 3 & 4 only as to the Business Agent) to assist in the resolution of the grievance at such meetings and hearings. In the event such meetings and hearings are scheduled during employees' regular working hours, the individual grievant, the Shop Steward, and any necessary employee witnesses shall be released from work without loss of straight time pay for the purpose of participating thereat. Requests for employee representatives and witnesses shall be made to the Township Manager in writing by no later than three (3) days prior to the date of the meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties' witnesses and the needs of the Township.

D. Procedure - Township

The Township Manager may file a written grievance against the Union within five (5) working days of the occurrence of the matter complained of, or within five (5) working days after the Township Manager would have reasonably been expected to know of its occurrence. Such written grievance shall comport with the applicable provisions of Paragraph C, Section 1(b) of this Article, and shall be mailed to the Union and its attorney, or to such other Union representative as the Union may hereafter designate in writing. The parties shall attempt to resolve the grievance through whatever means and by whatever methods they may mutually agree upon, but in the event the grievance remains unresolved by thirty (30) working days after its submission to the Union, the Township Manager may invoke binding arbitration. The provisions of Paragraph (b) and (c) of Step 4 of this Article shall govern such arbitration.

ARTICLE 5.

AGREEMENT NOT TO STRIKE OR LOBBY

A. The Union agrees, that during the term of this Agreement, neither it nor its officers, employees or members or other persons covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, work stoppage, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any similar actions, which would involve suspension or interference with, or disruption of, the normal activities of the Township. Any employee participating in these prohibited activities may be disciplined by the Township.

B. The Union agrees that during the term of this Agreement, it will refrain from lobbying before the Roxbury Township Council, provided however, that it is recognized and agreed that Township employees acting individually may present matters unrelated to their employment with the Township to the Township Council for consideration on an individual basis as their needs as Township residents require.

ARTICLE 6.

NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the Union against any employee on account of race, color, creed, age, sex, national origin, or political affiliation.

B. There shall be no discrimination, interference, or restraint or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union, or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement, who are not members of the Local Union.

ARTICLE 7.

SENIORITY

A. A newly appointed permanent employee shall be considered probationary for a period of sixty (60) days and will not accumulate seniority during this period.

B. Seniority shall be defined as an employee's length of service with the Township beginning with the employee's date of permanent assignment following his sixty (60) calendar day probationary period. Upon completion of the probationary period, seniority shall accumulate until there is a break in service.

C. An employee shall be considered to have job classification seniority within the Department in which he or she is working upon successful completion of the sixty (60) calendar day probationary period for that job. Job classification seniority shall accumulate until there is a break in service.

D. A break in continuous job classification service occurs when an employee resigns, is discharged for cause, or retires. Seniority in a new job classification status shall not accrue following promotion until the individual has successfully completed a sixty (60) calendar day probationary period in the new job classification. Promoted employees shall continue to accrue seniority in their previous job classification during the sixty (60) day probationary period in the new job classification.

E. An employee who is reinstated after a period of layoff shall continue to accumulate seniority exclusive of the period of layoff. No new employee is to be engaged while qualified employees are laid off, and have not had an opportunity to return to work.

F. When an employee is promoted but does not successfully complete a sixty (60) day probationary period, the employee may return to the previous job classification.

G. Promotions are to be made solely on the basis of merit and qualifications. Existing or anticipated job vacancies will be posted on bulletin boards. Determinations of qualifications and merit shall be made by the Township Manager and the Union as they apply to positions represented by the Union. Where a situation exists in which an existing Township employee applies for a given position and has qualifications equal to the application of a non-Township employee or another Township employee, seniority shall be the determining factor in the selection of the applicant.

H. When an employee is to be laid off he shall have the right to exercise his Township seniority over employees with less Township seniority. An employee who is recalled from layoff shall be recalled in accordance with seniority preference.

ARTICLE 8.

PROBATIONARY STATUS

A. All newly hired employees shall be subject to a sixty (60) calendar day period of PROBATIONAL EMPLOYMENT. The purpose of said period of PROBATIONAL EMPLOYMENT is to enable the Township to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status and also for the opportunity for the Township to review its needs for staffing and to review its final situation. If, at any time during or at the end of the PROBATIONAL EMPLOYMENT period, the conduct and/or performance of the employee is found to be unsatisfactory by the Township, or the Township deems it does not need or cannot afford the position, the Township may terminate the employee. The decision of the Township regarding the termination of the employee shall not be subject to the Grievance Procedure.

ARTICLE 9.

HOURS OF WORK AND OVERTIME

A. The normal work week shall be from Monday to Friday, both inclusive, and shall comprise five (5) days of seven (7) hours each or five (5) days of eight (8) hours, as current practice.

B. Any work performed beyond 8 hours in a work day shall be considered overtime to be compensated at one and one-half (1-1/2) times the regular hourly rate of pay or may be used as comp time equal to 1-1/2 times at employee's option.

C. Any work required to be performed on Saturday of the employee's normal work week shall be compensated for at one and one-half (1-1/2) times the regular hourly rate of pay, and all work performed on Sunday of the employee's normal work week shall be considered overtime and compensated for at two (2x) the regular hourly rate of pay. Any scheduled overtime shall be at a minimum of 4 hours pay at rates noted above.

D. Overtime shall be distributed equally as practical among the employees qualified in their department and capable of performing the work available. An employee shall not be removed from a job if the said employee has been performing the job on that day, in order to provide such equitable distribution of overtime in the department.

E. CALL BACK. In the event an employee is called back to work for an unscheduled emergency after the conclusion of a normal work shift, the employee will be entitled to pay at a minimum of the first one (1) hour at the employee's regular hourly rate of pay plus an additional three (3) hours at the overtime rate.

Call-out for Court employees will be paid as follows:

As of November 17, 1992 -

\$40.00 per call out - between 4:30 p.m. & 12:00 midnight

\$45.00 per call out - between 12:00 midnight & 9:00 a.m.

F. Except in case of emergency or in the event of performance of an assigned job, no seasonal or temporary part-time employee shall perform in excess of the regulary scheduled work week the duties of employees in the bargaining unit.

G. At no time will the employee be responsible for filling his/her position upon any absence due to scheduled vacation, sick-time or any other reason for being absent according to the contract.

H. In the event a qualified employee assumes a temporary responsibility in a supervisory classification, for a period of one full day or more, the employee shall receive a 10% differential in addition to his/her regular salary.

I. Engineering Department employees shall continue procedures for billing of hours worked as past practice.

ARTICLE 10.

HOLIDAYS

1. The Employer guarantees to all employees within the bargaining unit the following holidays with full pay for the normal shift at the employee's regular straight time rate of pay, although no work is performed on such days:

New Years Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve - 1/2 Day
Christmas Day
2 Personal Days

2. If a holiday falls on a normally scheduled day off, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday.

3. If a holiday falls within the vacation period of an employee he/she shall receive pay for same or additional day of vacation.

4. Employees who work on any of the above holidays shall be paid for such work at the rate of two and one-half (2-1/2) times the employee's regular rate for all hours worked which shall include the holiday pay for the normal work day. To be eligible for holiday pay, said employee must work their scheduled work day before and their scheduled work day after the holiday unless the day is an excused day with pay for verified illness or vacation. Medical certification may be required if absent during a holiday week.

5. Police Telecommunicators shall be permitted to select their respective holiday time according to seniority within their own group, independently of other employees that are working in the police department, subject to the approval of the scheduling officers.

ARTICLE 11.

VACATIONS

1. The Employer agrees to grant to all employees within the bargaining unit vacations with pay in accordance with the following schedule:

A. New employees shall receive 10/12 of a vacation day per full month worked, not to exceed ten (10) days for the first calendar year.

Year one through five	10 days per year
Sixth calendar year	11 days per year
Seventh calendar year	15 days per year
Eighth calendar year	16 days per year
Ninth calendar year	17 days per year
Tenth calendar year	18 days per year
Eleventh calendar year	19 days per year
Twelfth calendar year	20 days per year
Thirteenth calendar year	21 days per year
Fourteenth calendar year	22 days per year
Fifteenth calendar year	23 days per year
Sixteenth calendar year	24 days per year
Seventeenth calendar year and after	25 days per year

2. Any new employee may not accrue nor take vacation leave until they have worked for the Township for at least six (6) months.

3. Vacation days for all employees who have been with the Township for at least twelve (12) consecutive months shall be made available to the employees on January 1st of the next calendar year. Employees shall notify their supervisor of their requested vacation schedule by March 15th, although vacations may be taken at any time during the year. If an employee shall terminate employment during the year, the amount of actual vacation to which he is entitled shall be based upon the ratio of the number of weeks actually worked to the entire year. The employee shall then be compensated for this accrued but unused vacation. In the event the employee has taken vacation days in excess of his accrual at the time of termination the cost of the excess vacation days shall be deducted from his last check.

4. The Township reserves the right to reschedule vacations in accordance with the manpower needs and job assignments of the Township and convenience of the employee. The Township shall assign the first two (2) weeks of vacation on the basis of the Department seniority of the employees. Selection of vacation periods in excess of two (2) weeks shall be made after all other vacations have been scheduled. Eligible employees may take all of their vacation in consecutive weeks if permitted by the work schedule as determined by their Supervisor. The employee shall receive his or her normal hourly rate of pay for vacation schedule.

5. Vacations shall be taken between January 1st and December 31st inclusive. Any employee who wishes to carry up to two (2) weeks vacation to the next year can do so but must use them by March 31st of the following year, unless special circumstances prevail. Employees wishing to exercise this option must advise the Township Manager of their intention by December 1st.

6. The vacation schedule in Section 1 is based on a regular daily work schedule. Any employee assigned to an alternate work schedule shall receive an equivalent number of days of vacation leave.

7. PURCHASE OF VACATION LEAVE. An employee with more than 2 weeks of vacation entitlement may return to the Township up to two (2) weeks of accrued unused vacation for payment at his/her established hourly rate. If an employee opts for this "selling" of vacation leave, he must notify the Township by September 30th that he/she wishes to execute this option by December 30th.

8. Police Telecommunicators shall be permitted to select their respective vacation time according to seniority within their own group, independently of other employees that are working in the police department, subject to the approval of the scheduling officers.

ARTICLE 12.

SICK LEAVE

A. "Sick Leave" shall mean the approved absence from post of duty by an employee because of illness, accident or exposure to contagious disease of the employee, or attendance by the employee upon a member of the employee's immediate family who is seriously ill, requiring the care or attendance of such employee. For the purpose of this Article, "immediate family" shall mean a relative of the family.

B. Each new employee shall be entitled to sick leave credits at the rate of 1 day per month in the first year, from the date of employment. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro-rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay for each day of sick leave taken in excess of the number to which he was entitled.

C. Each employee will be credited with 12 days of sick leave annually for each succeeding year of permanent employment, which is accumulative. Accumulated sick leave shall be paid at the rate of \$20.00 per day upon death, or retirement if the retirement is in accordance with the pension provisions of the Public Employees Retirement System. If upon termination from the Township's service, an employee has used more sick leave than that to which he is entitled, he shall have deducted from his final pay an amount equal to his daily rate of pay for each day of sick leave taken in excess of the number of sick days to which he is entitled.

D. Each employee is required to notify his superior by one-half (1/2) hour before starting time on each day of absence. Should the employee be unable to reach his superior, then the Township Manager's office should be notified. It is recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case when an employee is hospitalized or seriously disabled, in which case it shall be sufficient that the employee or a member of the employee's family notify the

supervisor or Township Manager's office giving reason for absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent for such instances, the daily requirement of notice shall be enforced. Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for two (2) consecutive business days may constitute a resignation.

E. A certificate from a reputable physician in attendance shall be required as proof of need for leave of absence or the need of the employee's attendance upon a member of the employee's immediate family.

F. Where an employee is absent from duty due to illness for two (2) days or less at one time the Township shall waive the required production of the physician's certificate. However, in the event of the absence from duty due to illness for three (3) or more days at one time, the employee shall be required to submit a physician's certificate to his supervisor to justify payment of sick leave. An accumulation of ten (10) sick days, the days having been taken at various times, except as noted above, may be approved without a physician's certificate. All sick time in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay. The Township may, in its discretion, require examination by a physician appointed by it, prior to allowing an employee to return to work.

ARTICLE 13.

EXTENDED SICK LEAVE

A. In the event of debilitating sickness and/or injury incurred during work hours on or off the job, the Township will provide a program which will guarantee an employee with two (2) years or more of continuous service based on his actual starting date as a permanent employee, his or her net pay for a period of ninety (90) calendar days for each circumstance. During the period that an individual is out on sick leave, that person will accumulate sick days in accordance with the contract formula of 1 day per month. Prior to using the extended sick leave provision of this Agreement, an employee must use all of his or her previously accumulated sick time and any sick time acquired to date under the contract formula of 1 day per month in the subject year.

B. Extended sick leave benefits under this paragraph will commence upon presentation to the appropriate Township official of certification from his or her physician of the debilitation. Further, the employee shall render him/herself available for

examination by a physician selected by the Township. Both physicians must certify the employee's inability to return to work. In the event that it is determined that an employee would not be able to work on a permanent basis, the extended sick leave provisions herein will not apply.

C. It shall be the responsibility of any employee receiving consideration under the extended sick leave benefits of this Agreement to explore and determine whether he is entitled to any compensation related to disability, worker's compensation or social security benefits in connection with his injury and/or sickness. If the employee is entitled to these benefits, he shall pursue them accordingly. Any benefits or awards received for the period that the employee is under the extended sick leave portion of this contract, shall be returned to the Township to the extent the employee has received extended sick leave payments from the Township.

ARTICLE 14.

MATERNITY LEAVE

A. Maternity leave shall be governed by the provisions of the State of New Jersey Family Leave Act, P.L. 1990, c. 261, or other laws and statutes governing Maternity Leave.

ARTICLE 15.

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, or spouse's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed three (3) working days, unless prior approval is granted by the supervisor and the Township Manager.

B. The "immediate family" shall include spouse, parents, step-parents, brother, sister, grandparents, children and grandchildren.

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

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of bereavement.

E. An employee may make a request of the Department Head or his designated representative for time off to attend a funeral

separate and distinct from bereavement leave. Such request, if granted by the Department Head or his designated representative shall be charged at accumulated compensatory time off.

F. In the event of the death of an employee's aunt, uncle, cousin, niece, nephew or any other relative of the employee's household, the employee shall be granted time off without loss of pay from the day of the death or the day of the funeral, but in no event shall such leave exceed one (1) working day, unless prior approval is granted by the supervisor and the Township Manager.

ARTICLE 16.

JURY LEAVE

Any employee covered by this Agreement who is required to serve on a jury, shall be granted a leave of absence with pay to serve on said jury. During the time that he is serving on said jury, the employee shall receive his full pay from the Township.

ARTICLE 17.

VETERANS RIGHTS AND BENEFITS

1. The seniority rights of all employees who enter military service pursuant to N.J.S.A. 40:46-11, now in force, or to be enacted, shall be maintained during such initial period of military service. Each such employee shall have the right to reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during period of such military service.

2. Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

3. The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment of said employee's seniority rights and shall pay the difference between such service pay and regular working hours, straight time pay for scheduled working time lost.

4. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for Military Service.

ARTICLE 18.

NON-PAID LEAVES OF ABSENCE

A. Upon making timely application, employees may apply to the Employer for a leave of absence without pay for a period not exceeding ninety (90) days with a ninety (90) extension, without loss of seniority rights. Requests for leave of absence and/or extensions shall be in writing. Such a leave may be granted to employees who are temporarily handicapped or incapacitated to such an extent they they are unable to perform their duties.

B. Leaves may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.

C. A leave of absence will not be granted to employees as a matter of convenience, or temporary advantage to such employees by reason of place or hours of work or increased compensation. Employees seeking leave of absence without pay shall submit such a request in writing, stating the reason, when the leave is desired and the expected return to duty date.

D. Any employee leaving a position prior to receiving such written authorization by the Township Manager shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Employer.

ARTICLE 19.

UNION REPRESENTATIVES

A. The Township recognizes and shall deal with the accredited Union Shop Stewards or Assistant Shop Stewards in all matters relating to grievances and interpretation of this Agreement.

B. A written list of Shop Stewards and Assistant Shop Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards.

C. The Township agrees to recognize a maximum of one (1) Shop Steward and one (1) Assistant Shop Steward selected by the Union. These individuals shall be granted a reasonable amount of time during regular working hours, without loss of pay, to present, discuss, and adjust grievances with the Township. Neither a Shop Steward nor an Assistant Shop Steward shall leave work without first obtaining the permission of their division head, which permission shall not be unreasonably withheld.

ARTICLE 20.

BULLETIN BOARDS

A section of each bulletin board shall be provided by the Township for Union information. Nothing shall be posted on the bulletin board without prior approval of the Township Manager and the Union agrees that it will not post anything of a derogatory nature to the Employer or information which would incite or provoke job action.

ARTICLE 21.

WELFARE & PENSION BENEFITS

1. The Employer agrees to provide for all employees and their dependents, at no cost to the employee, the following health benefits: Blue Cross/Blue Shield, Major Medical or optional HMO Medical, Prescription (\$5.00 co-pay), Dental and Optical. The Township reserves the right to change carriers or self-insure as long as equal or better benefits are provided.

2. The Township agrees to compensate the employee at 30% of total savings under its Health Benefit Voluntary Selection Program. Such payment will be made at the end of each calendar year.

3. Temporary Disability Insurance

The Employer shall provide Disability Insurance as provided by the State of New Jersey, Department of Labor and Industry, Division of Unemployment and Disability Insurance, or an alternate plan providing equal benefits.

ARTICLE 22.

SAVINGS CLAUSE

The Township and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provision of the Agreement is rendered illegal or invalid under any applicable law or state or federal regulations, such illegality or invalidity shall affect only the particular Provision which shall be deemed invalid and inoperative, but all other provisions of this Agreement shall continue in effect. The parties agree to immediately negotiate a substitute provision for the invalidated portion thereof.

ARTICLE 23.

CLOTHING ALLOWANCE

The Employer shall provide the following payments for uniforms:

Police Telecommunicators

First & second year - \$600 per year
Succeeding years - \$525 per year

By November 1st, each member must present to the Chief of Police, receipts for all purchases made from this uniform allowance; these receipts must indicate the supplier, date and a detailed description of the item purchased; a notation that purchase was paid and the member's name. Payment will be made in January of each year.

Members shall receive a clothing maintenance allowance of \$400 per year, to be disbursed in two payments of \$200 each, in June and December of each year.

This allowance shall be activated as of July 1, 1992.

Animal Control Officers

The Township will provide uniforms, as per the Public Works contract. Employees will receive \$120.00 toward the purchase of work shoes annually.

Clothing maintenance allowance of \$4.00 per week will be provided, to be payable in December of each year.

This allowance shall be activated as of July 1, 1992.

ARTICLE 24.

DISCHARGE

An employee shall not be discharged except for just and sufficient cause, except that newly engaged employees on probation shall be subject to dismissal without cause without appeal to the Union or Employer or through the grievance procedure. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge, and such notification shall set forth the reason for said discharge.

An employee who fails to report for work or is absent from work without proper notification to the Employer may have his employment with the Township terminated for just cause and subject to the grievance procedure.

ARTICLE 25.

EDUCATIONAL BENEFITS

The Employer agrees to contribute one cent (\$.01) per hour to the International Union of Production, Clerical & Public Employees, Local 911 Educational Program for all hours an employee receives pay.

1. The Township agrees to reimburse the employee one hundred (100%) of the cost of all tuition and books for the employee enrolled in a program or course which is job related and of benefit to the Township. To receive this reimbursement the employee must receive prior approval from the Township Manager and must provide evidence of successful completion of the course to the Township.

Any payment received from any tuition grant directly to the employee or from any other source shall be credited against the tuition reimbursement and the amount paid by the Township will be decreased accordingly. To qualify for the reimbursement provided herein, a voucher must be submitted on the form and in the manner prescribed for payment of all vouchers to which there must be attached the following:

- a. A certificate from the institution giving the title of the approved course indicating successful compliance and completion of the approved course; and/or
 - b. A receipt voucher of tuition cost indicating it as payment for the specifically approved course at the institution in question, with a certification by the employee indicating that no reimbursement of the tuition costs has been received, or indicating the extend of any reimbursement and the amount due after reimbursement; and/or
 - c. A receipt voucher for the cost of books purchased and required in connection with the approved course, and an affidavit that the books were required by the institution.
2. Any employee receiving tuition and materials reimbursement from the Township shall enter into an agreement with the Township providing that they will continue their employment with the Township and perform their existing or new duties in a proficient manner for a minimum of two (2) years after completion of the program to offset the costs incurred by the Township. Failure to complete these years of service will cause the Township to seek restitution of funds expended on the employee's behalf. If the employee voluntarily leaves before two (2) years the amount shall be pro-rated. The Township shall not seek restitution in the event of layoff.

ARTICLE 26.

LONGEVITY

0 - 4 years	0
5th - 9th year	\$500
10th - 15th year	\$800
16th year & up	\$1000

Computation of longevity shall be set as past practice.

ARTICLE 27.

MISCELLANEOUS

If a member dies of an accidental or ordinary death, his estate will be paid for all unused vacation time, compensatory time, holiday pay and sick leave pay on a pro-rated basis, as per this Agreement.

ARTICLE 28.

GENERAL

A. It is agreed that the Employer and the Union will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality or sex. In addition, no employee shall be discriminated against because of activity or inactivity with respect to Union affairs. Any employee who believes he or she has a discrimination complaint, shall have the right to file a complaint directly to the Affirmative Action Officer.

B. No employee shall make or be requested to make any agreement, or enter into any understanding inconsistent or conflicting with the terms of this Agreement.

C. Employees shall have the right to see their personal file with proper notice to the Personnel Office.

D. Training Program - If an employee is required and has approval from the Township Manager to attend school, said employee shall be entitled to time off to attend.

E. Any benefit that the employees are enjoying now, which is set forth in the Ordinances but not mentioned in this Agreement, shall remain in full force.

F. Mileage Reimbursement - An employee will be reimbursed for the use of their private vehicle in conducting Township business, at the prevailing mileage rate as set by the Federal IRS.

G. Other Business Related Expenses - Employees are entitled to reimbursement for all authorized expenditures on behalf of the Township.

ARTICLE 29.

WAGES

A. Effective January 1, 1992, all Full-time employees in the bargaining unit employed prior to January 31, 1992 shall receive a four (4%) wage increase.

B. Effective January 1, 1992, all Part-time employees in the bargaining unit shall receive a four (4%) wage increase.

C. Effective January 1, 1993, all employees in the bargaining unit shall receive a five percent (5%) wage increase.

In addition, the following employees shall have their wages increased to \$16,000:

Joyce Fifoot
Gail Lillis
Kay Liloia
Patricia Palazzola
Jessie Telesco

D. Effective January 1, 1993, no newly hired employees in basic clerical positions shall be paid less than \$16,000.

ARTICLE 30.

DURATION


This Agreement shall be effective January 1, 1992 and shall continue in full force and effect until December 31, 1993.

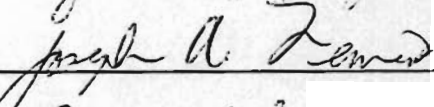
This Agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing between sixty (60) and ninety (90) days prior to the expiration date to change or modify or terminate this Agreement.

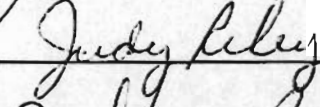
In witness whereof, the parties have caused these presents to be signed by their fully authorized officers.

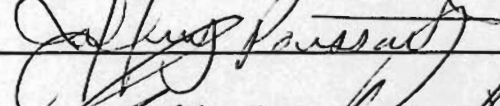
LOCAL 911, INTERNATIONAL UNION OF
PRODUCTION, CLERICAL & PUBLIC
EMPLOYEES

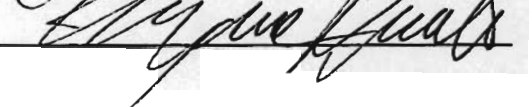
ROXBURY TOWNSHIP

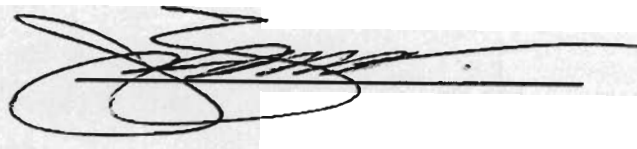








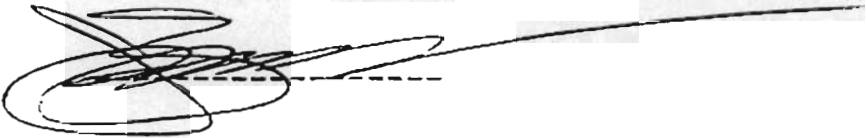




Amendment to 1992-1993 Local 911 Clerical Contract

In the event a qualified employee assumes a temporary responsibility in a supervisory classification, for a period of one full day or more, the employee shall receive a 10% differential in addition to his/her regular salary. The supervisor in charge, upon designation of his/her replacement for the time period specified, at his/her discretion with approval from the Administrator (Township Manager)

TOWNSHIP OF ROXBURY



LOCAL 911

