

AGREEMENT

BETWEEN

TOWNSHIP OF PLAINSBORO

AND

**IBT LOCAL 701
(DPW UNIT)**

JANUARY 1, 2007 through DECEMBER 31, 2010

Law Offices of

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PREAMBLE AND RECOGNITION

✓ A. THIS AGREEMENT, entered into this _____ day of _____, 2008, by and between the TOWNSHIP OF PLAINSBORO, in the County of Middlesex (hereafter the "Township" or the "Employer") and IBT LOCAL 701, a duly appointed representative (hereafter the "Union"), represents the complete and final understanding on all bargainable issues between the employer and the Union.

B. The Township hereby recognizes Local 701 as the exclusive representative of all machine operators, laborers, assistant mechanics and mechanics employed by the Township of Plainsboro.

C. It is the intention of the parties that this Agreement be construed in harmony with the Public Employment Relations Commission Act as amended, the laws of the State of New Jersey, and the ordinances and personnel policies and procedures of Plainsboro Township.

ARTICLE I

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but not limiting the generality of the following rights.

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

2. To make rules of procedure and conduct, to use improved method and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantify of the work required. The Employer agrees to give notice to the employees of the rules and procedures issued.

3. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and Union.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees.

5. To set rates to pay for temporary or seasonal employees.

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

7. Nothing contained herein shall prohibit the Township from contracting any work. The Employer agrees to meet with the Union to discuss possible alternatives to subcontracting prior to the decision to subcontract is made.

8. To lay off employees in the event of lack of funds or under conditions where continuation of work would be inefficient and nonproductive.

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

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

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

D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights. No grievances may proceed

beyond Step Two herein unless it constitutes a controversy arising over the application or alleged violation or negotiable terms and condition of employment.

ARTICLE II

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union 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. concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is agreed that participation in any or all such activity by any Union member shall entitle the Employer to:

1. Withdraw dues deduction privileges; and/or
2. Terminate the employee or employees involved in such activities.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer and that the Union will publicly disavow each action and order all such members who participate in such activities to cease or desist from same immediately and to return to work and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relieve as it may be entitled to have in law or in equity for injunction or damages, in both, in the event of such breach by Union members.

ARTICLE III

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed to limit the right of any employee with a grievance to discuss the matter informally with an appropriate member of the Department. The employee reserves the right to have a shop steward present, if desired. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of employment. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. 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.

Step One: The Union shall institute written action under the provisions hereof within seven (7) work days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter informally. The written grievance at this step shall contain the relevant facts and a summary of any preceding oral

discussion, the applicable section of this contract is violated, and the remedy requested by the grievant. The immediate supervision or his designated representative will answer the grievance in writing within seven (7) work days of receipt of the written grievance. Failure to act in writing within the seven (7) work days shall constitute an abandonment of the grievance.

Step Two: If the Union wishes to appeal the decision of the Department Head, such appeal shall be present in writing to the Township Administrator within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Administrator shall respond, in writing, to the grievance within thirty (30) calendar days of the submission.

Step Three: Within five (5) days, exclusive of designated holidays and Saturdays and Sundays, of the Administrator's decision, the Union may apply to the Public Employment Relation Commission ("PERC") for binding arbitration. Alleged violations of this Agreement may be submitted to arbitration. The selection of an arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously with application to PERC, the Union will send notice to the Employer of its arbitration petition.

1. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
2. The decision of the arbitrator shall be binding upon the Employer and the Union and the employee.
3. The parties may direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

4. The cost for the services of the arbitrator shall be borne equally by the Union and the Township. Any other expenses, but not limited to, the presentation of witnesses shall be paid by the parties incurring same.

5. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, or detract from, in any way, the provisions of this Agreement or any amendment or supplement thereof.

E. Upon prior notice and authorization of the Superintendent of Public Works, the designated Union representative shall be permitted, as a member of the Grievance Committee, to confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided that the conduct of the business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding shall be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance proceeding.

G. Reasonable disclosure will not be withheld involving any correspondence from either party providing it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself.

ARTICLE IV

SALARIES/LENGTH OF SERVICE/CLOTHING/BEEPER

A. The salary guide for the duration of this agreement is as follows for new employees other than the mechanic:

	<u>2007</u>	<u>2008</u>	<u>1/1/2009</u>	<u>8/1/2009¹</u>	<u>2010</u>	<u>2010²</u>
	3.5	3.25	3.25	.75	4.0	3.25
1	35,500	36,654	37,845	38,129	39,654	39,075
2	36,423	37,607	38,829	39,120	40,685	40,091
3	37,370	38,585	39,839	40,138	41,743	41,134
4	38,342	39,588	40,875	41,181	42,828	42,203
5	39,339	40,618	41,938	42,253	43,943	43,301
6	40,361	41,673	43,027	43,350	45,084	44,426
7	41,411	42,757	44,147	45,478	46,257	45,581
8	42,487	43,869	45,295	45,634	47,460	46,767
9	43,592	45,009	46,472	46,820	48,693	47,982
10	44,725	46,179	47,680	48,037	49,959	49,229
11	45,888	47,379	48,919	49,286	51,257	50,909
12	47,506	49,050	50,644	51,024	53,065	52,290
13	48,888	50,477	52,118	52,508	54,609	53,811

1. Tom Wycoff, the mechanic whose salary is \$53,168 shall receive the same across the board raise as employees at maximum salary on the guide.

2. Employees shall move down on the guide on their anniversary date.

A. 2007 - Placement on the guide shall be as follows:

1. Mick, Pryor, Smethers - \$48,888
2. Friederick - \$47,506
3. Czaslowski - \$43,592
4. Lackey - \$41,411
5. Case - \$41,673 (effective January 1, 2008)
6. Mervin - \$35,500

¹ Only effective if all employees are out of QualCare.

² Only effective if all employees are not out of QualCare.

7. Employees other than assistant mechanic hired during 2008 shall receive \$35,000. On their anniversary date in 2009 they shall move to \$38,000. On their anniversary date in 2010 they will move to Step 3 on the guide.

8. Hayes shall move to \$35,000 in 2009 and Step 2 in 2010.

B. The Township agrees to either supply uniforms to all employees or to provide seven hundred dollars (\$700.00) by way of a voucher to purchase uniforms from a Township selected vendor.

C. The Township reserves the right to give employees additional salary credit for previous work experience.

D. The beeper allowance shall \$600.00 per year (\$700 in 2010). Beeper pay to be paid 1st period in July.

E. The following length of service plan shall be as per April 18, 2001 written guidelines not based on merit.

<u>Term of Service</u>	<u>Recognition</u>
Start of 7 years	1,000
Start of 11 years	1,200
Start of 16 years	1,400
Start of 20 years	1,600

1. To be eligible for the length of service plan, an employee must be a regular part time or full time salaried employee.

2. Eligible years of service shall commence with the date of hire for the initial qualifying part time or regular position. Changing position or classification within the Township that do not result in a break of service shall have no bearing on the length of service determination. The employee shall receive no prior service credit for any position with the Plainsboro Township if those prior positions resulted in break of service

from Plainsboro Township. The employee shall receive no prior service credit for any position held with any employer other than Plainsboro Township.

3. Recognition is based on full time employment. Recognitions will be prorated for the eligible part time employee. (i.e., an employee working less than 35 hours per week) by multiplying the quotient (derived at by dividing the employee's scheduled number of hours per week by the number of hours for a full-time employee.) by the recognition award for full-time employment.

4. Payment for the 1st length of service recognition shall be on the seventh (7th) anniversary and thereafter on January 1st.

ARTICLE V

OVERTIME

A. Overtime shall be paid for all work performed in excess of eight (8) hours per day at the rate of one and one-half (1 ½) times the computed hourly rate. Hours of work shall be as defined under the FLSA. The overtime rate shall be based on 2080 hours. Full-time employees shall not be paid overtime until said employees shall have worked the hours specified above. The work day shall be defined as the day in which the greatest number of hours are worked.

B. Overtime work will be kept at a minimum, except in cases of emergency, and must be authorized in advance by the immediate supervisor. The reasons for granting overtime shall be noted on the time report and certified by the Superintendent of Public Works.

C. Overtime shall be computed and payment made on the following basis.

1. Fifteen (15) minutes or less – No pay.
2. Sixteen (16) through thirty (30) minutes – half (1/2 hour) pay.
3. Thirty (31) through sixty (60) minutes – one (1) hour pay.
4. Time cards shall be used to determine actual time worked.

D. Working hours and daily schedules of employees will be arranged to fit Township needs. If the Township determines that Saturday and/or Sunday will be a regular work day, it will discuss such a change with the Union. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Township demand such work. In administering the requirement to work overtime, the Township will make a reasonable effort to excuse

employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

E. Compensatory time in the form of hours away from duty may be provided from non-managerial personnel who work overtime for a total of forty (40) hours worked in a single work week. The Public Works Superintendent will authorize in advance all overtime to be worked and the use of compensatory time in lieu of overtime, for employees within the department who are eligible for compensatory time. Compensatory time for hours worked over forty (40) hours per weeks shall be approved at one and one-half hours for every hour worked over forty (40). The use of comp time shall be subject to the reasonable approval of the supervisor.

1. Compensatory time in the form of hours away from duty may be accumulated to a maximum of twenty-four (24) hours.

2. Arrangements for the use of compensatory time in lieu of overtime payments must be made and approved in advance by the department head or designee.

3. Compensatory time shall be taken in no less than ½ day increments.

4. When employees request the use of compensatory time, such requests must be made before the close of business the day before directly to management personnel except in cases of emergency. Approval shall be based upon minimum manpower and operational needs as determined by management.

5. Requests for compensatory time shall be evaluated by the supervisor in terms of workload, other requests within the department and the effect of the request upon the proper operation and functioning of the department.

6. Employees will note time earned/used on time cards and other forms as directed to allow for efficient department record keeping. The employer will acknowledge in writing the accumulated comp time by Tuesday of each week.

F. Employees recalled for overtime work which is not continuous with the front or back side of the employee's work day shall be entitled to a minimum of four (4) hours pay. These provisions shall not apply when there is a declared emergency or general callback.

G. The Township reserves the right to assign extra duty based upon rotating seniority. The most senior employee is offered the duty first and if he refuses or does the work he goes to the bottom of the list. The last name on the list cannot refuse such assignment.

H. The Employer will not shift bargaining unit work to non-Department of Public Work employees except in cases of emergency, if the work is de minimus or if the work is being performed by volunteers through community services or welfare or Court order.

I. Employees reserve the right to request a flex time work assignment, which must be approved by the Department Head and the Administrator.

ARTICLE VI

VACATIONS

A. Paid vacation time is based upon years of service with the Township. When an employee is hired, he/she receives one (1) day of vacation per month that calendar year and twelve (12) days the next calendar year.

Completed ³	
Length of Service	
1 to 5 years	12 days
6 to 15 years	17 days
16 years or more	22 days

B. Employees shall not carry over accumulated vacations into the next calendar year without written approval of the Township administrator.

C. An employee on leave of absence (i.e. injury leave or workers' compensation or unpaid leave) shall have his vacation leave for the year pro-rated for the duration of the leave.

D. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head.

E. If, for any reason, an employee's vacation is cancelled or not taken as scheduled, the vacation may be rescheduled pending approval of the Department Head.

F. 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.

³ First Complete calendar year beginning January 1, after date of hire

G. 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 date immediately preceding the employee's vacation period.

H. Employees are required to submit requests for action leave no later than February 1 of each calendar year. Requests received after February 15 of each calendar year shall be based upon a first come, first serve basis and will not be based on seniority. Ties shall be resolved by seniority.

1. Employees shall give at least 5 days notice to use single vacation days. Should the employee give less than 5 days notice such approval shall be based upon minimum manpower and optional needs as determined by management. Except in cases of emergency, such requests must be made before the close of business the day before such leave directly to management personnel.

ARTICLE VII

SICK LEAVE

A. Policy – Sick leave shall mean paid leave that shall be granted to an employee who:

1. Through sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the employee's position;

2. Is quarantined by a physician because the employee has been exposed to a contagious disease;

3. Has need to visit a medical professional during employee's work hours. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled with the employee's regular time-off. The use of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday. In such cases, sick leave may be charged in $\frac{1}{4}$ working day units.

4. Has a member of the immediate family (child, spouse, dependent parent or dependent relative residing in the employee's household) with an illness which requires the employee to stay home or to take the relative to receive medical care. Circumstances other than those listed within this item "4" will be reviewed by the Administrator on a case-by-case basis.

B. Definition – A day, for purposes of sick leave, shall be equal to the normal number of hours worked by the employee.

C. Eligibility – Each full-time employee and part-time employee shall be eligible for sick leave. The personnel Officer shall notify each employee at the time of hiring as the eligibility for sick leave.

D. Amount of Leave – Each full-time and part-time employee who is eligible for sick leave shall receive thirteen (13) days per calendar year earned on a monthly basis (1.08 days per month). No sick leave shall be taken during the first three (3) months of employment.

Sick leave shall not be charged when a scheduled holiday occurs during sick leave.

E. Reporting

1. Employees shall notify their supervisor as early as possible, but not later than two (2) hours prior to the start of the shift.

2. The employee reporting sick leave shall notify the supervisor of

a. The nature of the illness;

b. The telephone number where the employee may be contacted during sick leave.

c. The expected duration of sick leave, if known.

3. The supervisor shall record this information on the appropriate sick leave form.

4. Failure to notify the Department Head or supervisor may be cause for denial of the use of sick leave for the absence and constitutes cause for disciplinary action. An employee who is absence and fails to notify the Department Head or supervisor could be subject to dismissal.

F. General

1. Habitual absenteeism may be cause for discipline up to and including discharge.

2. During protracted periods of illness or disability of an employee, the Administrator may require interim reports on the condition of the patient from the attending physician and/or a Township medical physician.

3. The administrator reserves the right, in such cases where there is a difference of professional opinion between the Township physician and personal physician, to require the employee to submit to an examination by a third doctor. The third doctor shall be paid for by the Township.

4. When and under care, employee are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

a. No employee shall be allowed to work who endangers the health and well-being of other employees and, if the employee's conditions warrants, the employee may be directed to the Township physician for an opinion as to fitness for duty.

b. Sick leave with pay shall not be allowed under the following conditions.

(i) When the employee under medical care fails to carry out the orders of the attending physician.

(ii) When, in the opinion of the Township medical physician, the employee is ill or disabled because of self-imposed contributory causes of actions.

(iii) When, in the opinion of the Township medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

- (iv) When the employee does not report to the Township physician, as directed.

5. In charging an employee with sick leave, the smallest unit which may be recorded is one-half (1/2) of a working day.

6. Once an employee exhausts his sick leave, an employee becomes classified as "unpaid sick" and all other aspects of this sick leave policy remains in effect.

7. Once an employee exhausts his sick leave, an employee may be eligible to receive state or federal disability payments, including Social Security. Any employee who applies for disability benefits must furnish the Township with proof of application and proof of receipt or denial of such benefits.

G. Sick Leave Confinement Restriction

1. If an employee is absent for reasons that entitle the employee to sick leave or the employee is on Workers' Compensation leave because of an injury sustained during his employment, the employee shall remain at his place of confinement during the period in which he is scheduled to work on the day(s) in question, with the following exceptions:

- a. To report for medical attention to a doctor's office or hospital.
- b. To engage in the exercise of his right to vote or to attend religious services.
- c. If an emergency necessitates his absence.
- d. A supervisor may visit an employee on sick leave or Workers' Compensation leave at his residence or place of confinement. Such visits shall be recorded on the sick leave form.
- e. A supervisor may telephone the employee who has reported on sick leave or who is on Workers' Compensation leave at his place of confinement during the scheduled workday(s).

- f. The employee may leave the place of confinement for convalescence. He shall advise the Township of the telephone number at such location.

H. Leave of Absence as a Result of Injury in the Line of Duty

When an employee covered under sick leave policy is injured in the line of duty, the Township shall provide the employee with a leave of absence for up to thirty (30) days with take-home pay equal to that which would be provided to the employee if the employee had continued working at regular pay without overtime, holiday, or other pay. When such action is taken, the employee shall not be charged any sick leave for time lost due to such particular injury.

I. Sick Leave Incentive Plan

1. If an employee has accumulated thirty-nine (39) days of sick leave as of December 31, then the next year he has the option of selling back to the Township, at the rate of thirty-five dollars (\$35.00) per day, any sick leave accumulated over thirty-nine (39) days.

2. If an employee used four (4) or less sick days in a calendar year, he will be paid a "bonus" at the rate of fifteen dollars (\$15.00) per day for every unused sick day earned that calendar year. The "bonus" does not reduce the total accumulated sick days.

3. At separation, an employee with five (5) or more years of service with Plainsboro Township is entitled to twenty-five percent (25%) of accumulated sick leave at their current rate of pay; with ten (10) or more years of service, an employee is entitled to fifty percent (50%) of the accumulated sick leave at their current rate of pay. Maximum cash benefit from sick leave at retirement or separation is \$20,000.00.

4. Permanent part-time employees shall be eligible for the sick leave incentive plan on a pro-rated basis.

5. Snow Days: Administrative leave day to be granted after working 16 consecutive hours and may be granted for other similar conditions; not to affect sick leave incentive. On request by the Union, the employer will meet with the Union to develop more specific guidelines.

J. Maximum Sick Leave Accumulated

The maximum number of accumulated sick days shall be one hundred thirty (130) days. Once an employee attains 130 days, he shall not be permitted to accumulate additional sick days but must "sell back."

ARTICLE VIII

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed three (3) calendar days. In the case of death of current spouse and/or child, such leave shall not exceed ten (10) calendar days.

B. The "immediate family" shall include only grandparent, grandchild, brother, sister, parents, father-in-law or mother-in-law.

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

E. An employee may make a request of the Superintendent of Public Works or his designated representative for time off to attend a funeral separate and distinct from bereavement leave, which approval shall not be unreasonably withheld.

ARTICLE IX

INSURANCE

A. The Employer has the right to change insurance carriers or institute a self-insurance program so long as a substantially similar level of benefits is provided.

B. The Township shall provide dental plan, hospitalization insurance and major medical insurance in effect at the end of 1995. Any difference in cost between HMOs and Township insurance coverage shall be borne by the individual employee.

C. Employees will be entitled to Retiree Health Benefits pursuant to Township Resolution.

D. Effective January 1, 2009 in the Aetna Plan all existing co-pays shall be increased by \$5.00 (including prescription).

E. Effective upon the last employee in the bargaining unit leaving the QualCare Plan, it will no longer be offered and all employees shall receive an additional .75% in 2009 and 4% in 2010 (3.25% if QualCare still exists).

ARTICLE X

HOLIDAYS

A. Definition - Holidays are those days established annually by resolution of the Township Committee and may include recognized national, state, or local holidays.

B. Number of Holidays - There shall be fifteen (15) holidays per year, two (2) of which will be personal holidays. In 2009, there still will be fifteen (15) holidays three (3) of which shall be personal days.

C. Any employee who is on a leave of absence (i.e., injury leave, Workers' Compensation or other unpaid leave) shall not be eligible for paid holidays which fall during the employee's leave of absence.

D. If an employee works on a holiday, he shall receive time and one-half for all hours actually worked in addition to his/her day's pay he/she would have received due to the holiday.

ARTICLE XI

WORK INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report to the Department Head.

B. Employees may not return to work without a certification from the attending physician that he is capable of returning to work.

C. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay for a period not exceeding a total of one (1) year. Employees who are absent in accordance with the above, due to a job injury, as defined in the New Jersey Worker Compensation Statute will be reimbursed from the date of injury, when substantiated by the Township physician. Any amount of salary or wages paid or payable to such an employee shall be reduced by the amount of Worker's Compensation paid under the New Jersey Worker's Compensation for temporary disability.

D. 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.

ARTICLE XII

MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, Naval Military, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as authorized by law. This paid leave of absence shall be in addition to his vacation.

B. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

ARTICLE XIII

JURY DUTY AND LEAVE OF ABSENCE WITHOUT PAY

A. Jury Duty

1. Each regular, full time, permanent employee in full pay status, actively at work performing assigned duties, who loses time from his job because of jury duty, certified by the clerk of the court, shall be paid his regular daily rate of pay up to a maximum of ten (10) work days over one (1) calendar year period, subject to the following conditions:

a. When a jury service is completed prior to 12:00 noon, the employee is required to telephone his immediate supervisor and report to work if requested.

b. The employee must notify his supervisor within 48 hours following receipt of a Summons for jury service.

2. The provisions of this article do not apply when an employee voluntarily seeks jury duty service.

B. Leave of Absence Without Pay

Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward the request to the Township Administrator. The employer will consider each such case on its own merits, and a decision in one case shall not establish a precedent in another. Any request for an extension of time shall be at the Employer's discretion. Such leave of absence shall not be part of the term of employment. Holidays occurring within the period of an excused

absence or leave of absence are part of the absence if the employee is not available for work. Such decision shall be non-grievable.

ARTICLE XIV

DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political affiliation.

B. The Employer and the Union agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XV

PROBATIONARY PERIOD

All employees hired during the term of this Agreement shall serve a probationary period of one hundred eighty (180) days from the date of hire. During this probationary period, the Employer reserves the right to terminate a probationary employee for any reason. An employee, if terminated, shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Department Head with approval of the Township Administrator for one extension of forty-five (45) days.

ARTICLE XVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues from the Union. Such deductions shall be made in compliance with Chapter 123, Public Law of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Township treasurer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. 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 Township Personnel Officer.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Personnel Officer. The filing of a notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by

reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

G. Effective upon signing of this Agreement all employees will be required to pay a statutory agency shop fee of eight-five (85%) percent upon presentation of proper documentation by the Union. .

ARTICLE XVIII .

OUTSIDE EMPLOYMENT

Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during an employee's normal tour of duty with the Township. However, the employee recognizes that his primary employment responsibility is to the Township and he will therefore be available immediately following tours of duty, upon reasonable notice by the Township, if he is called back to perform service on an emergency basis at hours other than during the normal tour of duty. Employees will advise the Superintendent of Public Works of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Superintendent of Public Works may recall them back to work in the event of an emergency. Such outside employment is subject to issuance of a work permit at the discretion of the Superintendent of Public Works and is appealable to the Township Administrator.

ARTICLE XIX

MISCELLANEOUS

A. Notification to the Union

1. The Employer will notify the Union in writing of all promotions, demotions, transfers, suspension, and discharges within the bargaining unit.
2. The Employer will provide the Union with an updated list of covered employees showing name, address, classification, and social security number.
3. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

B. Inspection Privileges

Authorized agents of the Union shall have access to the Employer's establishment during working hours, at time of mutual convenience to the Employer and Union, for the purpose of adjusting disputes, investigating working conditions, collections of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is not interruption of the Employer's work schedule.

C. Seniority

1. Seniority is defined as an employee's continuous length of service with the Township, beginning with his latest date of hire.
2. Seniority shall commence and become fixed on the date of hire.
3. The Township shall maintain an accurate, up-to-date seniority roster showing employee's date of hire, classification and pay rate.
4. Prior government service will not count for seniority purposes for employees hired after this date,

D. Loss of Seniority

Continuous service for seniority purposes shall be broken for any of the following reasons:

1. Discharge for just cause;
2. Voluntary quitting employment
3. Absence from work without reporting for three (3) consecutive working

days unless reasonable and satisfactory excuse for not having notified the Township is present.

E. Access to Personnel File

1. There shall be a personnel file for each employee.
2. The employee shall have the right to examine the file on written request with reasonable notice to the Department Head.

3. The employee may examine the file during normal business hours, provided that the number of employees who request said examination at any one time shall not unduly interfere with normal operations and in no event shall any employee be refused for longer than one working day. The employee may have a Local No. 701 representative present at such examination.

4. The employee shall be entitled to a copy of everything in the file.

5. No formal disciplinary action nor other document which might be used in a disciplinary hearing may be placed in the file unless the employee was provided with a copy which was initialed by the employee in the presence of a Union official if the employee desires prior to being placed in the file.

6. The employee shall have the right to place a written rebuttal in the file to any document in the file.

F. Vacancies

The Employer shall post all vacancies. The Employer shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for eleven (11) days.

ARTICLE XX

DISCIPLINE

- A. There shall be no discipline or discharge without just cause.
- B. The Township shall take no final disciplinary action against any employee without:
 - 1. Written charges and specifications.
 - 2. A right to a hearing on said charges.
 - 3. The employee's right to representation at said hearing.
- C. The Union shall be provided with a copy of all disciplinary charges and specifications referred to above unless the employee says no.
- D. Appeals from the decision on the hearing shall proceed directly to arbitration.

ARTICLE XXI

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not with the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. The Township agrees not to make any unilateral changes in negotiable terms and conditions of employment.

ARTICLE XXII

DURATION

A. This Agreement shall be in full force and effect from January 1, 2007 and including December 31, 2010, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

B. Where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate changes or revision in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to December 31, 2010 or March 31st of any subsequent contract year, advising that such party desires to revise or change the terms or conditions of such Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Plainsboro, New Jersey, on the day and year first above written.

IBT LOCAL 701 08/17/09
BY: Ron Lake 701
[Signature] 08/17/09

TOWNSHIP OF PLAINSBORO
[Signature]
Carol Jones