

**PREAMBLE**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between the BOROUGH OF FANWOOD, in the County of Association (hereafter the “Borough” or the “Employer”), and FANWOOD PUBLIC WORKS ASSOCIATION, a duly appointed representative (hereafter the “Association”), represents the complete and final understanding on all bargainable issues between the Employer and the Association.

## **ARTICLE I**

### **MANAGEMENT RIGHTS**

A. Except as limited by the this Agreement, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in its prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the following rights:

1. The executive management and administrative control of the Borough, 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 Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

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 of the employees.

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

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

6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

7. 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 effectiveness operation of the Departments involved.

B. 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.

C. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights.

## ARTICLE II

### MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of 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.

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 Association member shall entitle the Employer to terminate the employee or employees involved in such activities.

C. The Association 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 aforementioned or from supporting any such activity by any other employee or group of employees of the Employer and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about the compliance with the Association 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 relief as may be entitled to have

in law or in equity for injunction or damages, or both, in the event of such breach by Association 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 negotiable terms and condition of employment under this Agreement.

B. Nothing herein shall be construed to limit the rights of any employee with a grievance to discuss the matter informally with any appropriate member of the Department. 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 this Agreement. 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, shall be followed in its entirety unless any step is waived by mutual consent;

Step One: The Association shall institute written action under the provisions hereof within five (5) calendar days after the event given 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 matters 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

violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance. Failure to act in writing within the five (5) calendar days shall constitute an abandonment of the grievance.

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

Step Three: If the Association wishes to appeal the decision of the Borough Administrator, such appeal shall be presented in writing to the Mayor and Council or designee within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Council or designee shall respond, in writing, to the grievance within thirty (30) days of the submission. Such decision shall be final and binding upon the parties except with respect to suspensions and terminations.

Step Four: Within five (5) days, exclusive of designated holidays and Saturdays and Sundays, of the Mayor and Council's decision, the Association may apply to the Public Employment Relation Commission ("PERC") for binding 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 Association 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 Association and the employee.
3. The parties may direct the arbitrator to decide as a preliminary questions, whether he/she has jurisdiction to hear and decide the matter in dispute.
4. The costs for the services of the arbitrator shall be borne equally by the Association and the Employer. Any other expenses including, 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 Constitutions 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 Director of Public Works, the designated Association representative shall be permitted, as a member of the Grievance Committee, to confer with employees and the Employer on specific grievance in accordance with the grievance procedure set forth herein during work hours of



employees, without loss of pay, providing that the conduct of business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. The time limit 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 step shall be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step of 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 from proceeding with the grievance at any step in the grievance procedure.

**ARTICLE IV**

**SALARIES/LONGEVITY**

A. Effective January 1, 2004 all members of the bargaining unit shall receive a 4% salary increase.

B. Effective January 1, 2005 all members of the bargaining unit shall receive a 4% salary increase.

C. Effective January 1, 2006 all members of the bargaining unit shall receive a 4% salary increase.

D. Longevity pay shall be computed in the following manner:

<u>Years of Service</u>	<u>Additional Compensation Per Year</u>
5	3.0%
10	4.0%
15	5.0%
20 or more	6.0%

E. Employees hired after January 1, 1995 shall not be eligible for longevity.

## **ARTICLE V**

### **OVERTIME**

A. Overtime shall be paid for all work performed in excess of forty (40) hours per week 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.

B. Overtime work 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 Director of Public Works.

C. Working hours and daily schedules of employees will arrange to fit Borough needs. There is not guarantee of overtime hours. Employees will be required to work reasonable overtime and during non-scheduled periods when the necessities of the Borough demand such work. In administering the requirement to work reasonable overtime, the Borough 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.

D. Compensatory time in the form of hours away from duty may be provided for non-managerial personnel who work overtime. The Public Works Director will authorize in advance all overtime to be worked and the use of compensatory time in lieu of overtime payment, for employees within the departments who are eligible for compensatory time. Compensatory time for hours worked over forty (40) hours per week shall be approved at one and one-half hours for every hour worked over forty (40). Compensatory time must be used within sixty (60) days of it being earned. The employee must give five (5) days notice of use of compensatory time. Compensatory

time shall be earned at the same rate as overtime (i.e. 1 ½ overtime and 1 ½ compensatory time, double time overtime and double time compensatory time).

E. The Borough reserves the right to assign extra duty based upon reverse seniority except for extra duty which requires special skills. The Employer agrees to try to equalize overtime.

F. Employees shall be entitled to a minimum of three (3) hours at the overtime rate for street sweeping on non-work days. Employees who are called from home, whether before 7:00 a.m. or after 3:30 p.m., shall be entitled to a minimum of two (2) hours. Employees who are already at work and asked to stay over and receive one (1) hour's guaranteed overtime. If the overtime work is between 10:00 p.m. and 5:00 a.m., the employee shall be guaranteed a minimum of three (3) hours' overtime at the time of one-half rate.

G. Employees shall be entitled to a fifteen (15) minute coffee break in the morning. The existing practice of wash-up time shall be continued.

H. Employees shall be entitled to double time for all work performed on holidays and Sundays.

**ARTICLE VI**

**VACATION**

A. Paid vacation time is based upon years of service with the Borough as follows:

Completed<sup>1</sup>  
Length of Service

Years of Service  
Before January 1

	5
1 to 5	10
6	12
7	13
8	14
9	15
10	16
11	17
12	18
13	19
14	20
15 to 19	20
20 or more	25
30 or more	30

B. Employees must notify the Director of Public Works of vacation choices no later than May 1<sup>st</sup>. Employees shall not carry over accumulated vacation days into the next calendar year. An employee is entitled to his additional vacation days on his anniversary date to be taken after the anniversary date during the first calendar year.

C. Vacations shall ordinarily coincide with the calendar week. A vacation which starts other than on the first day of the calendar week or which includes a fraction of a week shall not be permitted unless specifically authorized by the Department Head and the Borough Administrator.

D. A vacation may be granted in calendar weeks that are not consecutive.

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<sup>1</sup> First complete calendar year beginning January 1 after date of hire

E. Employees shall select their vacation periods from the schedule for their department in order of their seniority. Employees can take vacation time on a per-day basis provided that reasonable notice is given and that the Director of Public Works approves. Such approval shall not be unreasonably withheld.

F. Employees will not be permitted to exchange seniority rights in the selection of vacation periods. Subsequent to the posting of vacation schedules for the entire year, employees will be permitted to exchange vacation periods.

G. An employees on a 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.

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

I. 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.

J. If an employee cannot utilize his/her vacation days during the calendar year due to emergent conditions, the employee may submit to the Mayor and Council in writing a request to carry over such time. Such request shall not be unreasonably denied.

**ARTICLE VII**  
**SICK LEAVE**

A. Policy

Sick leave shall mean paid leave that shall be granted to an employee who:

1. Through illness or injury becomes unable for the employee to perform the duties of the employee's position;

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

3. Has need to visit a medical professional during municipal business 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 within the employee's regular off-time. 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, which shall not be unreasonably denied.

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 or to take the relative to receive medical care. Circumstances other than those listed within this item "4" will be reviewed by the Borough Administrator on a case-by-case basis.

B. Eligibility

Full-time employees and part-time employees shall be eligible for sick leave. The Director shall notify the employee at the time of hiring as to the eligibility for sick leave.

C. Amount of Leave

1. Newly hired employees shall be allowed one (1) working day's sick leave with pay for every month from the date of his/her regular employment or appointment to the succeeding December and, thereafter, each employee shall be allowed fifteen (15) days' sick leave with pay for each calendar year thereafter.

2. After an employee has served two (2) years of employment, the employee may, thereafter, accrue unused sick leave time into an extended illness fund. The maximum amount of accumulated sick leave shall be two hundred sixty (260) days and the employee shall be entitled to such leave with pay if and when needed, subject to the employee showing proof of illness when required when required and approval by the Director of the Department of Public Works, which approval shall not be unreasonably denied.

3. Employees employed as of January 1, 1989 shall have established for each such employee an initial extended illness fund balance as follows:

25 or more years' service:	260 days
15 thru 24 years' service:	130 days
5 thru 9 years' service:	60 days
1 thru 4 years' service:	Current Balance

4. The above years of service shall be calculated based upon the employee's anniversary date as of November 1, 1989. Accumulated leave shall not be included in any compensation upon termination of service.

5. Each employee who is absent on account of sickness in excess of three (3) successive working days shall be required by the Borough to provide a written statement



from his/her attending or treating physician verifying the nature and extent of the sickness unless the employee is not under the care of a doctor.

D. 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 that they will not report to work because of illness or non-work related injury.

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 Director of Public Works 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 absent and fails to notify the Director or supervisor may be subject to discipline.

E. 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 Borough Administrator may require interim reports on the condition of the patient from the attending physician and/or a Borough medical physician.

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

4. When under medical care, employees 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 Borough 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 order of the attending physician.

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

iii. When, in the opinion of the Borough 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 Borough physician, as directed.

F. Sick Leave Confinement Restriction

1. If an employee is absent for reasons that entitle the employee to sick 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 for 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 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 at his place of confinement during the scheduled workday(s).

**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 four (4) calendar days.

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

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

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 Director 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 Employer agrees to provide dental and medical insurance benefits provided in 1995. All employees shall continue to receive medical benefits at no cost to them provided they enroll in either the PPO, POS, or HMO medical plan. All employees hired after April 15, 1996 will be offered the HMO at no cost to them. If an employee wishes to enroll in the PPO or POS medical plan, he/she shall pay the difference in cost between the PPO or POS and the HMO plan.

C. Employees are entitled to an optical plan of Sixty-Five Dollars (\$65) per year.

D. The Employer will pay up to Four Hundred Dollars (\$400.00) per year for a dental plan.

E. Employees who retire within the meaning of PERS with at least twenty-five (25) years of service with the Borough of Fanwood shall receive paid retiree health benefits for as long as that employee shall live and request this coverage. Employees shall be eligible for medical insurance after sixty (60) days of employment.

F. Effective January 1, 2004, there shall be a \$5.00 co-payment for generic drugs; a \$12.00 co-payment for non-generic (i.e. brand) drugs; a \$10.00 co-payment for a ninety (90) day mail order supply for generic drugs and a \$24.00 co-payment for a ninety (90) day mail order supply for non-generic (i.e. brand) drugs.

G. Voluntary Health Insurance Opt Out. The Borough shall provide an annual lump sum stipend in the amount of \$3,000.00 to any employee who has medical coverage elsewhere and who voluntarily elects not to enroll in the Employer's Hospital Medical Plan. This stipend shall be payable by the employer to the employee on or before April 1 of the contract year. In the event that any employee desires to re-enroll in the Employer's Hospital-Medical Plan, he/she must notify Employer and complete any and all necessary application or other paperwork on or before October 31 of the year preceding the effective date of said re-enrollment. This provision shall be applicable to all current employees and prospective retirees.

**ARTICLE X**

**HOLIDAYS/PERSONAL DAYS/JURY DUTY**

A. Definition – Holidays are those holidays established annually by resolution of the Borough Council and may include recognized national, state or local holidays.

B. Number of Holidays – There shall be thirteen (13) holidays per year, as follows:

- |                               |                        |
|-------------------------------|------------------------|
| New Year’s Day                | Labor Day              |
| Martin Luther Kings’ Birthday | Columbus Day           |
| Washington’s Birthday         | Veteran’s Day          |
| Good Friday                   | Thanksgiving Day       |
| Memorial Day                  | Day after Thanksgiving |
| Fourth of July                | Christmas Day          |
| (1) Floating Holiday          |                        |

C. An employee who is on an unpaid leave of absence shall not be eligible for paid holidays which fall during the employee’s leave of absence.

D. Each employee shall be entitled to three (3) full working days per year with pay as personal days. The employee shall have the right to select those days subject to the approval of the Department Head or his/her designated representative and in accordance with the rules and regulations of the Department. The Department head shall not withhold approval of the requested personal days, provided that sufficient notice is given of the request and the granting of the request is not inconsistent with the needs of the Department. In addition, each employee shall receive a day off with pay on his/her

respective birthday. If the birthday falls on a regular day off while the employee is on vacation, the employee shall be entitled to take another day off mutually convenient to the employee and the Department.

E. 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/her regular daily rate of pay up to a maximum of ten (10) working 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 section do not apply when an employee voluntarily seeks jury duty service.



**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.

## **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 a 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, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Employer within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

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**

### **UNPAID LEAVE OF ABSENCE**

A. Any bargaining unit employee may apply for a leave of absence without pay or other remuneration provided the employee shall make application in writing for such leave to the Department Head at least two (2) weeks prior to the dates such leave is requested.

B. The Department Head may, in his/her sole discretion, grant the employee a leave of absence without pay or other remuneration subject to the following conditions and exceptions.

1. An employee who takes employment elsewhere during an approved leave of absence shall be considered as having voluntarily resigned.

2. If an employee fails to report for work within one (1) working day of the expiration of an authorized leave of absence and does not give a satisfactory explanation for not returning, he/she shall be considered as having voluntarily resigned.

3. Whenever a bargaining unit employee shall become pregnant, she shall furnish the Department Head with a certificate from her physician and a physician designated by the Department Head within at least six (6) months from the date of her pregnancy. Maternity leave will be granted for a period not to exceed ninety (90) days prior to their date of delivery and sixty (60) days after her deliver. In the event the employee's physician and the physician designated by the Department Head disagree as to the physical or mental capacity of such employee to continue working, both physicians shall designate a third physician to make a final determination as to such employee's capacity to work.

C. In the event an unusual emergency arises which might prevent the employee from making written requests for a leave of absence or which might prevent an employee on a leave of absence from returning at the end of a leave of absence, such employee may apply for a leave of absence or an extension to the leave of absence, which leave may be granted in the sole discretion of the Department Head.

## **ARTICLE XIV**

### **DISCRIMINATION AND COERCION**

A. The Employer and the Association 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 Association 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 Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

## **ARTICLE XV**

### **PROBATIONARY PERIOD**

All employees hired during the term of this Agreement shall serve a probationary period of three (3) months 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 demoted, 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 Borough Administrator for a period of thirty (30) 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 provisions shall not be valid and substituting, 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 Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues from the Association. 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 Association and verified by the Borough treasurer during the month following the filing of such card with the Borough.

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

D. The Association will provide the necessary "check-off authorization" forms and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough Administrator.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Administrator. 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 Association shall indemnify, defend and save the Borough 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 Borough in reliance upon salary deduction authorization cards as furnished by the Association to the Borough, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

**ARTICLE XVIII**

**ASSOCIATION BUSINESS**

The Association will advise the Department Head or designee in writing of the names of its representatives.

## **ARTICLE XIX**

### **TERMINATION BENEFITS**

Upon attaining regular retirement, an employee shall be granted one (1) day's pay for each year of service or credited service.

## **ARTICLE XX**

### **FULLY-BARGAINED AGREEMENT**

A. The Borough and the Association agree that this Agreement is the complete agreement between them and that no other understandings or agreements shall be binding on the Borough or the Association during the term of this Agreement unless agreed to in writing between the Borough and the Association subsequent to the date of execution of this Agreement.

B. 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.

C. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, shall supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties; shall govern their entire relationship; and shall be the sole source of all rights or claims which may be asserted. The Association, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood and this clause is a clear waiver as to any right or claim not expressed in this Agreement.

D. This agreement is separate and distinct from and independent of all other agreements entered into between the Association and other employer organizations,

irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreement or notices given under the provisions thereof shall change or modify this Agreement or in any manner affect the contractual relationship of the parties hereto.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

**ARTICLE XXI**

**DURATION**

This Agreement shall be in full force and effect as of January 1, 2004 and remain in effect to and including December 31, 2006 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

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

FANWOOD PUBLIC WORKS ASSOCIATION

BOROUGH OF FANWOOD

By: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_

AGREEMENT

Between

BOROUGH OF FANWOOD

And

FANWOOD PUBLIC WORKS ASSOCIATION

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JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

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**Law Offices of  
RUDERMAN & GLICKMAN, P.C.  
675 Morris Avenue, Suite 100  
Springfield, New Jersey 07081  
(973)-467-5111**

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