

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWNSHIP OF LITTLE EGG HARBOR
AND
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES,
AFL-CIO DISTRICT
COUNCIL #71, LOCAL 3304E
(BLUE COLLAR)
JUNE 1, 1996 THROUGH MAY 31, 1999

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PREAMBLE

THIS AGREEMENT entered into this 15th day of April, in the year of 1997, between the TOWNSHIP OF LITTLE EGG HARBOR, a municipal corporation of the County of Ocean and State of New Jersey, hereinafter referred to as the "Employer" and LOCAL 3304E and Council #71 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other specified conditions of employment.

ARTICLE 1

RECOGNITION

SECTION 1.

The Employer recognizes the Union as the Bargaining Agent for the purposes of establishing salaries, wages, hours and other specified conditions of employment for the Employer's Employees in the Public Works Department in the classifications listed under Article 8.

SECTION 1a. - CHECK OFF.

The Employer agrees to deduct union monthly membership dues from the pay of those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all Employees shall be remitted, to the Treasurer of the Union together with a list of the names of all Employees for whom the deductions were made by the tenth (10th) of the succeeding month after each deductions were made.

SECTION 1b. - AGENCY SHOP.

An Employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new Employee who does not join within thirty (30) days of initial employment within the Unit, and any Employee previously employed within the Unit who does not join within ten (10) days of re-entry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) per cent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority Representative of the Employees in the Unit, provided that no modification is made in the provisions by a successor agreement between the Union and the Employer. For the

purposes of this provision, Employees employed on a ten (10) month basis or who are re-appointed from year to year shall be considered to be in continuous employment.

ARTICLE 2

SICK LEAVE

SECTION 1. - ELIGIBILITY.

Employees shall be eligible for sick leave benefits in accordance with the provision of this Agreement after ninety (90) days of continuous service with the Employer, unless Employee is hired as a Temporary Appointment.

SECTION 2. - ILLNESS AND DISABILITY.

Any eligible Employee who is unable to perform the duties of his employment as a result of a non-occupational illness or disability shall be entitled to the following sick leave benefits:

- a. During the initial year of employment, 1 day per month for each month of employment.
- b. After the initial year of employment, 16 days per year, at 1 1/4 days per month as earned.
- c. Accumulative up to 365 days.
- d. The Employer shall have the right to require a doctor's certificate of illness or disability after three (3) consecutive sick leave days.
- e. Any Employee who does not notify his immediate supervisor by telephone or personal message of his non-occupational illness or disability within one hour before the beginning of his shift shall not be entitled to sick leave benefits for such day and shall be absent without cause.
- f. Employees shall be granted up to six months paid sick leave for job related injury. This time shall not be deducted from sick leave.

SECTION 3.

Upon termination of employment due to retirement an Employee shall be entitled to buy back all unused "sick" days up to an amount which is 75% of his current yearly salary. Upon any other termination of employment, an Employee shall be entitled to buy back unused sick days up to an amount which is 50% of his current yearly salary.

ARTICLE 3

LEAVES OF ABSENCE

SECTION 1. - PAID LEAVE.

Paid leave of absence shall be allowed by the Employer for the benefit of the Employee in accordance with the following conditions:

- a. DEATH IN FAMILY. In the event of a death in the immediate family of the Employee, which shall be defined as spouse, parent, children, brother, sister, sister-in-law, brother-in-law, step children, parents-in-law, grandparents, grandparents-in-law, and grandchildren, the Employee shall be granted three days leave of absence with pay. Maximum of five days in the event of travel to be determined by the Superintendent of Public Works.
- b. JURY DUTY. The Employee shall be granted a leave of absence with pay when required to report for jury duty and shall be paid the difference between any compensation received for jury duty and the regular pay based upon a forty hour week for the period of jury duty.
- c. CIVIC DUTY. Any Employee who is required to appear before any court or other public agency as a result of a subpoena shall be granted a leave of absence with pay during such period as such Employee is actually in attendance before such court or other public agency. The Employee shall be paid the difference between his regular rate of pay and any compensation received from such appearance. This provision for paid leave benefits shall not include any matter in which the Employee is a party, either plaintiff, or defendant, in any such court or other public agency proceeding.

SECTION 2. - UNPAID LEAVE OF ABSENCE.

- a. EDUCATION. After completion of one year of employment, upon written request, Employee may be granted a leave of absence without pay, for educational purposes. The Employer shall have the right with its sole discretion to determine what constitutes educational purposes under the terms of this Agreement. For educational leave of
-- absence of

more than ninety days, but less than one year, the Employee, upon written request made before completion of the education leave of absence, shall be placed upon a preferential waiting list of the next hiring in his job classification.

- b. MAXIMUM TERM OF LEAVE OF ABSENCE. No leave of absence shall be granted for a period of more than one year.
- c. MILITARY SERVICE. Any Employee who is a member of a reserve force of the United States or this State, and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State, shall be granted a leave of absence during the period of such activity. Any Employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted such leave of absence as he shall be entitled to by State or Federal Law.

ARTICLE 4

VACATIONS

SECTION 1. - ELIGIBILITY.

Each Employee in the township service shall be entitled to vacation leave with pay as follows:

SECTION 2. - ENTITLEMENT.

- a. Up to one (1) year of service, one (1) working days vacation for each month of service; after one (1) year and up to three (3) years of service, twelve (12) working days vacation; four (4) years and up to six (6) years of service, fifteen (15) working days vacation; seven (7) years and up to ten (10) years of service, twenty (20) working days vacation; eleven (11) years and up to fourteen (14) years of service, twenty-five (25) working days vacation; fifteen (15) years of service and over, thirty (30) working days vacation.
- b. An Employee shall be entitled to a full vacation as of January 1 of the calendar year following his date of hire and for all subsequent calendar years. Upon mutual consent of the Employer and Employee, the Employee shall be entitled to be re-imbursed for unused vacation time at a straight rate of pay.
The maximum shall be one years vacation time.
- c. Where in any calendar year the vacation or any part thereof cannot be taken by an Employee due to pressure of Township business, that Employee shall receive payment for such earned but unused vacation time before the end of the year at his normal rate of pay. Where in any calendar year, the vacation or any part thereof is not granted by reason of pressure of the Employer's business, such vacation periods, or parts thereof, not granted, shall accumulate and shall be granted during the next calendar year only.

SECTION 3. - VACATION PAY.

The rate of vacation pay shall be the Employee's regular job on the pay day immediately preceding the Employee's vacation schedule based upon a forty (40) hour work week.

Each Employee shall receive his vacation pay prior to the start of the vacation period, provided he has given four (4) weeks notice.

SECTION 4. - CHOICE OF VACATION PERIOD.

Vacations shall be granted at the time requested by the Employees. If the nature of the work makes it necessary to limit the number of Employees on vacation at the same time, the Employee with the greatest seniority shall be given his choice of vacation period in the event of any conflict over vacation periods with fellow Employees. The deadline for selection of vacations is April 1. Any changes thereafter are subject to the approval of the Superintendent of Public Works.

SECTION 5. - VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION.

Any Employee who is laid off, retired, or separated from the service of the Employer for any reason prior to taking his vacation, shall be compensated at the time of such separation.

SECTION 6.

After the first year, said Employees shall have the right to take all vacation days to which they would be entitled, at any time during the year, subject, however, to the discretion of the Department Head.

ARTICLE 5

HOLIDAYS

SECTION 1. - HOLIDAYS RECOGNIZED AND OBSERVED.

The following days shall be recognized and observed as paid holidays:

NEW YEAR'S DAY	COLUMBUS DAY
LINCOLN'S BIRTHDAY	GENERAL ELECTION DAY
WASHINGTON' BIRTHDAY	VETERAN'S DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	FRIDAY AFTER THANKSGIVING
INDEPENDENCE DAY	CHRISTMAS DAY
LABOR DAY	FLOATING HOLIDAY
MARTIN LUTHER KING'S DAY	PRIMARY ELECTION DAY

Beginning with June 1, 1988, Employees covered by this Agreement shall receive their Birthday as a holiday. If an Employee's birthday falls on a Saturday, it shall be celebrated on the preceding Friday. If it falls on a Sunday, it shall be celebrated on the following Monday. Said day shall be approved by the Superintendent of Public Works.

SECTION 2. - ELIGIBILITY REQUIREMENTS.

Employees shall be eligible for holiday pay after completion of ninety (90) days service under the following conditions:

- a. The Employee would have been scheduled to work on such day if it had not been observed as a holiday unless the Employee is on sick leave; and
- b. The Employee worked his last scheduled work day before and after the holiday unless such Employee has been excused by the Superintendent of Public Works.
- c. Each Employee is entitled to five (5) personal days annually.
- d. If a holiday falls during an Employee's vacation, he shall either be paid for the holiday at his regular pay or shall be given an additional vacation day, at the Employer's option.
- e. Employee's hired under a Temporary Appointment shall not receive holiday pay.

SECTION 3. - HOLIDAY PAY.

Eligible Employees shall be paid their hourly rate of pay multiplied by eight (8) hours for each paid holiday.

SECTION 4. - HOLIDAY WORK.

If any Employee works on any of the holidays listed above, he shall be paid the applicable rate under this contract (time and one-half) for all hours worked in addition to his holiday pay.

ARTICLE 6

SENIORITY

SECTION 1. - DEFINITION.

Seniority means an Employee's length of continuous service with the Employer from the date of hire.

SECTION 2. - PROBATIONARY PERIOD.

New Employees shall be on a probationary status for a period of ninety (90) calendar days from the date of hiring. The Employer shall have the right to discharge without cause such Employee during the probationary period. After the probationary period the new Employee shall be added to the seniority list, retroactive to the date of hiring. At the end of the ninety (90) calendar days, the Employee shall be made provisional automatically, unless the Employee is hired as a Temporary Appointment.

SECTION 3. - BUMPING.

When an Employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to replace an Employee with less seniority. Such Employee if he so desires may bump or replace any Employee in an equal or lower job classification provided the bumping Employee has greater seniority rights than the Employee whom he seeks to bump or replace.

SECTION 4. - LAYOFF.

In the event it shall become necessary to layoff Employees for any reason, the Employee shall be laid off in the inverse order of their seniority within their particular job classification.

SECTION 5. - RECALL.

Employees shall be recalled from layoff according to their seniority and retain all previously accrued seniority.

ARTICLE 7

UNIFORM ALLOWANCES AND DRESS CODE

SECTION 1.

The uniform allowance shall be seven hundred and thirty dollars (\$730.00) per year for each non-probationary Employee for the term of this Agreement. Said uniform allowance shall be paid twice a year in June and December. New probationary Employees will receive an initial uniform allowance from the Employer in accordance with the Employer's past custom and practice.

SECTION 1a.

Each and every Employee shall by September 30th of each year of this Agreement receive the uniforms provided by the Employer as per Appendix B of this Agreement.

SECTION 1b.

Every Employee shall be responsible to wear the clothing provided by the township during working hours. The appearance of the Employee's uniform will be appropriately neat and clean. If an Employee is not in the appropriate uniform provided to him by the township, he may be asked to leave to change into the uniform and be docked for lost time.

ARTICLE 8

WAGES

SECTION 1. - WAGE SCHEDULE.

Retroactive to June 1, 1996, all Employees covered by this Agreement shall receive a \$.60 cents per hour increase added to his/her hourly rate of pay. On June 1, 1997, all Employees covered by this Agreement shall receive a \$.60 cents per hour increase added to his/her hourly rate of pay. On June 1, 1998, all Employees covered by this Agreement shall receive a \$.60 cents per hour increase added to his/her hourly rate of pay. The following titles are covered by this Agreement:

HEAVY EQUIPMENT OPERATOR
SR. MECHANIC
MECHANIC
TRUCK DRIVER-SANITATION
TRUCK DRIVER-ROAD DEPARTMENT (TEMP./OCCASIONAL)
CHUCKERS (GARBAGE BODY OPERATORS)
MAINTENANCE WORKER (BUILDING & GROUNDS)
LABORER (ROAD DEPARTMENT)
PUBLIC WORKS REPAIRER
RECYCLING PROGRAM AIDE
RECYCLING PROGRAM AIDE/DRIVER

As of June 1, 1996, all persons newly hired and covered by this Agreement shall receive \$8.00 per hour as a beginning rate of pay from the date of hire up to the end of the sixth (6th) month of service; after six (6) months of service and up until the end of the first year of service, the Employee will receive \$8.50 per hour. After one (1) year of service, the Employee will be picked up by the Agreement on June 1 of any year for the wage increase for that year.

WAGES - CONTINUED

TITLES AND MAXIMUM HOURLY RATES OF PAY

	<u>1996</u>	<u>1997</u>	<u>1998</u>
SR. MECHANIC	\$17.57	\$18.17	\$18.77
MECHANIC	\$17.07	\$17.67	\$18.27
EQUIPMENT OPERATOR	\$17.78	\$18.38	\$18.98
SANITATION WORKER	\$16.32	\$16.92	\$17.52
TRUCK DRIVER/SANITATION	\$16.81	\$17.41	\$18.01
TRUCK DRIVER/STREETS & ROADS	\$16.29	\$16.89	\$17.49
PUBLIC WORKS REPAIRER	\$15.83	\$16.43	\$17.03
MAINTENANCE WORKER	\$12.45	\$13.05	\$13.65
RECYCLING PROGRAM AIDE	\$13.00	\$13.60	\$14.20
RECYCLING PROGRAM AIDE/DRIVER	\$13.50	\$14.10	\$14.70

SECTION 2. - LONGEVITY.

The following schedule shall be applied to all Employees from date of hire. Each Employee shall receive longevity effective immediately. The longevity shall be placed on the base salary on the Employee's anniversary.

After the 4th year and beginning the 5th year of service, the Employee shall receive a 2% increase for each year thereafter. After the 7th year and beginning of the 8th year of service, the Employee shall receive a 4% increase for each year thereafter. After the 10th year and beginning the 11th year of service, the Employee shall receive a 6% increase for each year thereafter. After the 13th year and beginning of the 14th year of service, the Employee shall receive an 8% increase for each year thereafter.

SECTION 3.

The Employer agrees that all Employees hired under the current starting rate will be paid a temporary differential rate of fifty cents (\$.50) an hour increase if they chuck trash; one dollar (\$1.00) an hour increase if they drive a trash truck; one dollar and fifty cents (\$1.50) an hour if they operate heavy equipment. Employees with the title of Recycling Program Aide shall receive a temporary differential rate of fifty cents (\$.50) an hour when they perform the duties of a Recycling Program Aide/Driver. Road Driver, Temporary/Occasional: Public Works Repairers and Recycling Aides will be paid a temporary differential rate of forty-six cents (\$.46) an hour increase when they do hauling/patching or snow plowing.

ARTICLE 2

REST PERIOD

SECTION 1. - REST PERIOD.

All Employees work schedules shall provide for a ten minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift, when this is feasible.

ARTICLE 10

OVERTIME

SECTION 1. - DEFINITION.

Overtime shall be defined as any time worked in excess of the normal forty (40) hour work week for all Employees covered by this Agreement.

SECTION 2. - RATE OF PAY.

Time and one-half the Employee's regular hourly rate of pay shall be paid for all overtime worked. All paid time shall be used to compute eligibility for overtime.

SECTION 3.

The Employer shall make reasonable efforts to assign overtime work on the basis of an equal distribution of all Employees working within the same job classification.

SECTION 4.

In order to meet the demands of work, Employees may be required to work a reasonable amount of overtime in excess of the hours designated as the normal work week for their classification.

SECTION 5. - RIGHT TO ASSIGN OVERTIME.

The Employer reserves the right to assign overtime work on the basis of reverse seniority in the classification where all eligible Employees have been offered overtime and have refused the overtime assignment.

SECTION 6.

Commencing on June 1, 1996, after twelve (12) hours of continuous work (eight (8) hours straight time and four (4) hours overtime), Employees shall receive \$12.00 as a meal allowance plus a paid thirty (30) minute rest break. Employees shall receive an \$12.00 meal allowance for every continuous four (4) hours of overtime thereafter.

ARTICLE 11

CALL IN TIME

SECTION 1.

Any Employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at time and one-half the appropriate rate of pay, starting at the time of the phone call.

ARTICLE 12

GRIEVANCE

SECTION 1. - DEFINITION OF GRIEVANCE.

A grievance shall be defined as any violation of this Agreement or any dispute with respect to the Agreement's meaning or interpretation.

SECTION 2. - GRIEVANCE PROCEDURE.

The grievance procedure shall be in accordance with the following steps:

STEP 1. The aggrieved Employee, or the Union Steward at the request of the Employee, shall take up the grievance with the Employee's immediate supervisor by filing a written grievance within ten (10) working days of the date of the grievance or the date the Employee should reasonably have known of the existence of the grievance. Failure to file the written grievance within said period of time shall be deemed an abandonment of the grievance. The Supervisor shall attempt to adjust the grievance and shall respond to the Employee or the Union Steward within five (5) working days, in writing.

STEP 2. If the grievance has not been adjusted to the satisfaction of the Employee, it shall be presented in writing by the Union Steward or the Union grievance committee to the Township Committee within seven (7) days after the Supervisor's response is due. The Township Committee shall meet with the Union Steward or grievance committee at a special meeting within ten (10) working days of the receipt of the grievance by the Township Clerk, and shall respond in writing to the grievance within five (5) working days after the meeting. Failure to file the appeal to the Township Committee within seven (7) days as aforesaid shall constitute an abandonment of the grievance by the Employee and the Union.

STEP 3. Following written determination by the Township Committee, either party shall have the right to request binding arbitration in accordance with the provisions of this contract by serving written notice on the other party within thirty (30) working days of the determination by the Township Committee.

STEP 4. Arbitration. The Public Employment Relations Commission in accordance with its rules and regulations, shall be requested to arrange for the appointment of an arbitrator who shall have full power to hear and determine the dispute between the parties. The Arbitrator shall have the authority to hear and determine the grievance and his decision shall be final and binding on all parties. The Arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of the arbitration shall be borne equally by both parties.

ARTICLE 13

STRIKES AND LOCKOUTS

SECTION 1.

In addition to any other restriction under the Law, there shall be no strikes, work stoppage or slow down of any kind during the term of this Agreement and the Employer shall not cause any lockout. No officer or representatives of the Union shall authorize, institute or condone any such activity. No Employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge against any Employee participating in a violation of the provisions of this Article.

SECTION 2.

The Union shall be prohibited from scheduling any membership meetings or demonstrations which may have the same effect as a strike, work stoppage or slowdown.

ARTICLE 14

MANAGEMENT RIGHTS

SECTION 1.

Nothing contained in this Agreement shall be deemed to limit or restrict the Employer in any way in the exercise of the functions of Management and all matters not expressly covered by the terms of this Agreement shall be deemed management functions and perogatives.

SECTION 2.

Nothing contained in this Agreement shall interfere with the right of the Employer (a) to carry out statutory mandates, legal duties and responsibilities imposed upon the Employer-Township as a Municipal Corporation; (b) prohibit the Employer from determining the proper and most efficient manner of utilizing its personnel; (c) prevent the Employer from managing the Employees of the Township, hiring, promoting, transferring, assigning or retaining Employees in positions within the Township and to establish work rules; (d) suspend, demote, discharge and take other appropriate disciplinary action against Employee for just cause, or to layoff Employees in the event of lack of work or funds on the condition where the continuation of such work would be inefficient and non-productive; (e) prevent or prohibit the Employer from the contracting out or subcontracting any public work which may affect Employees in the bargaining unit.

In the event the Employer shall decide to contract out or subcontract any public work which may affect some or all of the Employee's in the bargaining unit, the Employer shall give the Union ninety (90) days notice of such intention. In addition, the Employer shall, subject to the requirements of the Laws of the State of New Jersey including Civil Service statutes and regulations, attempt to relocate Employees in the bargaining unit in other similar positions or Employment with the Township. The Employer shall also attempt to assist such Employees to obtain similar Employment with the successful bidder for such public work as shall have been contracted or subcontracted. Nothing in this section shall create any legal or contractual duty on the part of the Employer to either relocate Employees or to secure employment with the successful bidder.

ARTICLE 15

GENERAL PROVISIONS

SECTION 1. - PLEDGE AGAINST DISCRIMINATION & COERCION

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to sex, marital status, race, color, creed, national origin or political affiliation. The Union shall equally share with the Employer the responsibility for applying this provision of this Agreement. All references to Employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to mean male and female Employees.

The Employer further agrees not to interfere with the rights of Employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer Representative against any Employee because of Union membership or because of any Employee activity in an official capacity on behalf of the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference, restraint, or coercion.

SECTION 2. - UNION BULLETIN BOARD.

The Employer agrees to furnish and maintain a suitable bulletin board, in a convenient place, in the Employee's work area, to be used by the Union. The Union shall be restricted to posting notices and bulletins to the use of such bulletin board.

SECTION 3. - UNION ACTIVITIES ON EMPLOYER'S TIME & PREMISES.

The Employer agrees, during working hours on the Employer's premises and without loss of pay, Union representatives shall be allowed to post union notices, distribute union literature, solicit union membership during other Employees non-working time, and attend negotiation meetings, transmit communications authorized by the Local Union or its Officers to the Employer or his Representative, consult with the Employer, his representatives concerning the enforcement of any provisions of the Agreement, provided that none of the above activities shall interfere with the work activities and schedule of the Employer.

SECTION 3a.

Employees who represent the Union shall be permitted to attend Union functions on normal work days without any loss of time or pay.

SECTION 4. - VISIT BY UNION REPRESENTATIVES.

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether local Union Representatives, District Council Representatives or International Representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct union business, provided prior notice has been furnished to the Employer and provided that none of such activities shall interfere with the Employer's work schedule and activities.

SECTION 5. - SNOW DAYS.

Any person who is asked not to work on a day with severe snow conditions shall be allowed to use a paid leave day.

ARTICLE 16

INSURANCE, HEALTH & WELFARE

- A. The Township will provide to all eligible Employees a Health/Medical Plan as specified within Connecticut General (CIGNA) Health/Medical Insurance Plan Documents. All eligible Employees agree to accept same.
- B. Employees shall be subject/pay a \$100/\$300 deductible and, also an 80%/20% co-pay on the first \$2,000.00 as specified within the CignaPlan.
- C. The Township will also provide to all eligible Employees Dental/Prescription/Vision coverage as specified within the Cigna Plan.
- D. The Township reserves the right to change this plan or to make modifications to the aforesaid plans, jointly or singularly, from time to time as it appears to be in the best interest of the Township, provided there is no reduction in the level of benefits as now provided within the said Cigna Plans.
- E. With prior determination and approval of the Business Administrator, Employees required to operate V.D.T. equipment shall be permitted to have yearly eye examinations at the expense of the Township.
- F. The Employer agrees to maintain same medical coverage as provided in this Agreement for those Employees retiring as determined by State Statutes and Regulations.

ARTICLE 17

SAFETY AND HEALTH

SECTION 1.

The Employer shall at all times maintain safe and healthful working conditions and will provide Employees with wearing apparel, tools, or devices reasonably necessary in order to insure their safety and health.

SECTION 2.

There shall be assigned two (2) men on the back of each garbage truck if at all possible.

SECTION 3.

During the hours from 5:00 P.M. through 7:00 A.M. there shall be two (2) Employees on each plow.

ARTICLE 18

GUARANTEED WORK WEEK

Every Employee shall be guaranteed a forty (40) hour work week from Monday through Friday for regular work operations.

ARTICLE 19

MECHANICS TOOLS

The Township agrees to provide power tools for the mechanics use. A \$1,000.00 tool allowance shall be set up to be used for tools for the mechanics to be used by the discretion of the committee.

ARTICLE 20

SAVINGS CLAUSE

It is understood and agreed that if any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby. If any provision of this Agreement is found to be invalid, then the parties shall reopen this Agreement, within thirty (30) days of such determination.

ARTICLE 21

TERMINATION AND EXTENSION OF AGREEMENT

SECTION 1.

This Agreement shall become effective June 1, 1996 through May 31, 1999. In the absence of written notice given at least ninety (90) days prior to the expiration date by either party to the other of intention to terminate, this Agreement shall automatically be renewed for a period of another year, and from year thereafter until such time a ninety (90) days notice is given prior to the annual expiration date.

SECTION 2.

In the event that notice is given pursuant to Section 1 above, negotiations shall commence no later than sixty (60) days prior to the expiration date of this Agreement. If the parties fail to reach an Agreement before the termination date, this Agreement shall terminate.

ARTICLE 22

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all the benefits the Employees are entitled to receive notwithstanding the established past practices in existence prior to this contract, and includes and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing and execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be signed by their proper officials, and their seals attached, the day and year first written above.

ATTEST:

Elizabeth J. Allen, RMC DATED: 04/15/97
TOWNSHIP CLERK

John Adams DATED: 4/15/97
MAYOR FOR THE TOWNSHIP OF LITTLE EGG HARBOR

AFSCME LOCAL 3304E

BY: Paul F. [Signature] DATED: 4-7-97

BY: [Signature] DATED: 4/7/97

John P. Hemmy DATED: 4/4/97
JOHN P. HEMMY, ASSOCIATE DIRECTOR

APPENDIX A

The purpose of this Appendix is to define the position of Truck Driver, Road Department (Temporary/Occasional).

1. It is the intention of the parties hereto that this classification shall not apply permanently to a specific road department Employee or Employees but rather shall be applied to Road Department laborers when they are assigned to operate Road Department trucks in the course of their employment as more specifically provided herein.
2. Road Department laborers shall receive the rate of pay designated herein for Road Department-Truck Driver (Temporary/Occasional) when and only when they are assigned to jobs which have truck driving as their primary responsibility; and provided that they perform this job for a major portion of the work day, as determined in advance by the Superintendent of Public Works. The following jobs and only the following jobs are hereby designated as jobs which have truck driving as a primary responsibility:
 - a. Hauling
 - b. Cold Patching
 - c. Snow Plowing
3. The jobs referred to in Number 2 above, when they entitle the Employee assigned to the Road Department-Truck Driver (Temporary/Occasional) rate of pay shall be assigned according to seniority within the Road Department-Truck Driver Laborer classification.
4. In no event shall the Road Department-Truck Driver rate of pay be applicable in determining a Road Department Employee's vacation pay, holiday pay, sick pay or sick days, or personal days.
5. The rate of pay for the classification of Road Department-Truck Driver (Temporary/Occasional) shall be as specified in Article 8.
6. Nothing contained in this amendment shall be construed to prevent any classified Employee of

the Department of Public Works other than Employees classified as a Laborer in the Road Department from being assigned on any given occasion or occasions to operate a Road Department truck as part of his employment with the Township of Little Egg Harbor.

APPENDIX B

Each Employee shall be given the choice of summer or winter clothing. The Township agrees to provide each Employee with the following:

- 3 pairs of pants
- 3 shirts
- 2 jackets/or 1 jacket and 1 pair coveralls
- 1 pair work shoes (\$55.00 boot allowance in lieu of Township supplied)
- 5 T-Shirts

**AMENDMENT TO A COLLECTIVE BARGAINING AGREEMENT WITH THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO DISTRICT COUNCIL NO. 71, LOCAL 3304E**

THIS AGREEMENT, entered into on this 29th day of Sep, 1997, between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 7 Gifford Road, Little Egg Harbor, New Jersey, (hereinafter referred to as "Employer"), and **LOCAL 3304E AND COUNCIL NO. 71 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO** (hereinafter referred to as "Union").

WITNESSETH:

WHEREAS, the Employer entered into a collective bargaining agreement with the Union dated April 15, 1997 for the period of June 1, 1996 through May 31, 1999; and

WHEREAS, the parties hereto wish to amend the agreement so as to revise the starting salary for the position of mechanic as set forth in the addendum to the contract, attached hereto and made part hereof as Schedule "A".

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and pursuant to the authority provided by law, the Employer and the Union mutually agree as follows:

1. The collective bargaining agreement dated April 15, 1997 covering the period of June 1, 1996 through May 31, 1999 is hereby amended to revise the starting salary for the position of mechanic as set forth in the addendum to the agreement which is attached hereto and made part hereof as Schedule "A".

2. That the parties agree that all other terms and conditions set forth in the previously executed agreement between the Employer and the Union shall remain in full force and effect.

3. That the parties agree that this amendment shall take effect immediately.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their proper officers and the corporate seals to be hereto affixed, as of the day and year first above written.

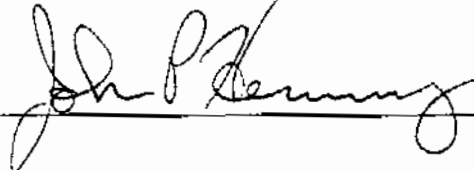
ATTEST:

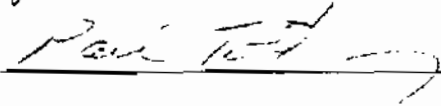

ELIZABETH L. ALLEN, RMC
Township Clerk
(Seal)

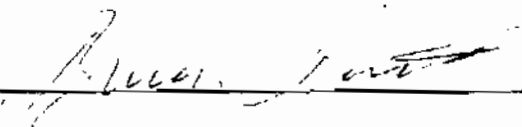
TOWNSHIP OF LITTLE EGG HARBOR

By 
JOHN ADAIR, Mayor

LOCAL 3304E AND COUNCIL NO. 71
OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

By 

By 

By 

CJC:tr
#3700

SCHEDULE "A"

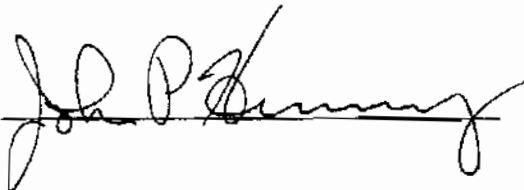
**ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT WITH THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO DISTRICT COUNCIL NO. 71, LOCAL 3304E**

Page 13, Article 8, Section 1 is hereby amended to provide for the following paragraph:

The starting salary for mechanic shall be between \$10.00 per hour
and \$12.00 per hour.

APPROVED:

AFSCME LOCAL 3304E

By: 

Dated: 9/29/97

By: 

Dated: 9/20/97

By: 

Dated: 9/30/97