

AGREEMENT

between

TOWNSHIP OF NEPTUNE

and

NEPTUNE TOWNSHIP DEPARTMENT / DIVISION HEAD ASSOCIATION

January 1, 2017 to December 31, 2020

As Revised: February 6, 2017

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ARTICLE 1
RECOGNITION AND PREAMBLE

A. The Township recognizes the Neptune Township Department / Division Head Association (from herein referred to as the Association) as the sole and exclusive representative for the purpose of establishing wages, hours and other conditions of employment for all its employees in the classifications listed under Appendix A, attached hereto and by reference made part of this agreement and for such additional classifications as the parties may later agree to include, excluding however, confidential employees, casual employees and Executive level employees.

B. The term employee shall be defined to include the plural as well as the singular and to include males and females where applicable. Any official of the Township or the Association identified in this agreement will be interpreted to include any properly authorized and properly identified designee of that official.

C. This agreement entered into by the Township of Neptune, hereafter referred to as the “Employer”, and the Association has, as its purpose, the promotion of harmonious relations between the Employer and the Association; 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 conditions of employment.

D. A written list of Association officers and stewards shall be furnished to the Employer immediately after their designation and the Association shall notify the Employer of any changes of such Association officers or stewards.

E. In accordance with PERC rules, the Employer agrees that proposed new terms and conditions of employment shall be negotiated with the Association before they are established.

ARTICLE 2
MANAGEMENT RIGHTS

A. The Township of Neptune 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 without limiting the generality of the foregoing, the following rights:

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

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, 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. The right of management to make such reasonable rules and regulations as it may from time to time deemed best for the purposes of maintaining order, safety and/or effective operation of the Department.

4. To hire all employees, to promote, transfer, assign or retain employees in positions with the Township. In addition, the Township shall have the right to negotiate salaries and benefits of new Department Heads and Division Heads as part of the hiring or promotion process. Once the initial terms of hiring or promotion have been agreed upon by the employee and the Township, the employee shall thereafter be represented by the bargaining unit for all future working conditions, including, but not limited to, salaries, wages and benefits. With respect to vacation time for new employees, management shall have the right to provide a new hire vacation benefits up to the total vacation amount provided by this contract to existing employees or an amount of vacation time off equal to that received by the new hire at his/her previous government employer.

5. To suspend, demote, discharge 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 work or funds or under conditions where continuation of such work would be inefficient and non-productive, with the exception of protection provided by Article 3(D) of this contract for the specific term of January 1, 2013 through December 31, 2016.

7. The Township reserves the right with regard 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 several Departments included within this Agreement.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

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

D. In the event that any provision of this contract conflicts with the terms of a Neptune Township ordinance or any other new rule or regulation of the Township, the provision of the negotiated Collective Bargaining Agreement will prevail.

Permanent Full-Time Employees

Permanent full-time employees are defined as those employees who have completed the probationary period and work a regular hourly week for the department in which they are employed, earn more than the amount required by the New Jersey Public Employees Retirement System, in each quarter of the calendar year, and are otherwise eligible for benefits under the New Jersey Public Employees Retirement System and the New Jersey State Health Benefits Program.

Grant Employees

Grant employees shall be defined as any employee hired in conjunction with a specific program funded either in whole or in part by the Federal, State, or County governments. Said employees shall be hired in conformity with the guidelines prescribed by the said funding program and shall be entitled only to those benefits as required by said program.

Anniversary Date

The anniversary date of all permanent full time and permanent part time employees covered by this agreement shall be the actual first date of continuous employment with the Township of Neptune. If a casual employee becomes a probationary or permanent employee in the same or a related position, the time served as a casual employee, up to a maximum of one year, shall be credited for the purpose of establishing the employee's anniversary date.

ARTICLE 3
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 in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure 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 employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out, or job action, it is covenanted and agreed that participation in any such activity by any Association member shall be deemed grounds for termination of employment of such employee or employees.

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 supporting any such activity by any other employee or group of employees of the Township, and that the Association will publicly disavow such 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 compliance with the Association order.

D. The Township hereby covenants and agrees that during the term of this Agreement, the Township will not lockout, lay-off nor furlough its employees. The Township agrees that such action would constitute a material breach of this Agreement.

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

ARTICLE 4
NON-DISCRIMINATION

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

B. The Township 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 Township or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

C. Only one personnel file shall be maintained by the Township on an employee. Nothing of an adverse nature shall be placed in an employee's file without attempting to attain his or her initials being placed thereon and a copy being given to the employee. Said file shall be maintained in the Human Resource Director's Office. A box to check off agreement or disagreement will be provided, along with a place for the employee's signature and date. It shall be the option of the employee to notify the Association of any disciplinary action.

ARTICLE 5
COURT TIME

A. In those Court cases where the Township is a party, an employee of the Township shall receive the standard daily compensation for Court appearances when requested to appear and testify either by the Township Committee, the Township Attorney, the Township Administrator or an attorney representing the Township's insurance company.

B. Where an employee has instituted a suit against the Township for benefits other than those provided by the Workmen's Compensation Act, the employee shall be granted leave to appear in Court without pay. Said employee shall sign a statement setting forth the reason for taking time off which reason shall be filed with the Township Administrator.

C. An employee who is required to make a court appearance in litigation not involving the Township of Neptune or who is subpoenaed as a witness upon request, as set forth above, shall be granted leave of absence without pay. An employee may utilize a vacation day or a personal day in lieu of losing a day's pay. It is expressly understood that an employee may not use a sick day for court appearances.

ARTICLE 6
HOLIDAYS

A. The following days will be considered as holidays for all eligible Township permanent, full-time employees:

New Year's Day	July 4th
Martin Luther King's Birthday	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Memorial Day	Christmas Day
President's Day	Floating Holiday

The Floating Holiday may be observed on a date mutually agreed upon between AFSCME and the Township.

B. The EMS Manager is expected to work on holidays as described above. Compensation for working holidays shall be included in the base salary of this position by adding twelve (12) days at time and one-half to the total base salary for this position.

ARTICLE 7
VACATION

A. Permanent full time and probationary employees shall receive vacation with pay in each year of employment according to the following schedule:

- (1) From the beginning of the first year of service through the fifth (5th) year of service fifteen (15) working days.
- (2) From the beginning of the sixth (6th) year of service through the tenth (10th) year of service twenty (20) working days.
- (3) From the beginning of the eleventh (11th) year of service through the fifteenth (15th) year of service twenty-seven (27) working days.
- (4) From the beginning of the sixteenth (16th) year of service through the twentieth (20th) year of service twenty-nine (29) working days.
- (5) From the beginning of the twenty-first (21st) year of service thirty-three (33) working days.

B. Supervisors or Department Heads shall schedule the individual vacation days or weeks so that the functions of the Township can be carried on with a minimum of delay or public inconvenience.

C. All vacation time shall be used between anniversary dates and shall not be accumulated without prior approval of the Township Administrator and further subject to any special provisions as established by the Township Committee. Carry-over of vacation days are limited to fifteen (15) days which must be utilized within ninety (90) days of the end of the anniversary year. The Township Administrator retains the right to allow or disallow such carryover based upon specific circumstances.

D. It is the policy of the Township that each employee take advantage of the authorized vacation period for reasons of health, rest, relaxation and pleasure and thus compensation in lieu of vacation shall be limited to ten (10) days per year. Those wishing to receive compensation in lieu of time off must do so by providing a request in writing, to the Township Administrator by November 15, of each year and will receive payment in lieu of time off in the payroll of December 15.

E. No employee shall accumulate vacation benefits those months in which said employee is not performing his/her assigned work assignment.

F. Employees whose employment with the Township is terminated in good standing, shall be entitled to be paid for their accumulated vacation time accrued but not used, on a pro-rated basis.

ARTICLE 8
PERSONAL DAYS

A. All permanent and probationary full-time employees upon completion of twelve (12) months service shall be granted four (4) personal days off annually (This number shall increase to six (6) personal days off annually as of January 1, 2014). Probationary or Permanent part-time employees are eligible on a prorated basis.

B. Personal days may be used for personal, business, household or family matters described in this Article and shall be non-accumulative.

(1) Personal business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work day.

(2) Personal, household, or family matters refer to those situations where an employee's absence from duty is necessary for the welfare of the employee or his/her family.

C. Personal days shall not be taken on a day immediately prior to or on the day immediately after a holiday or vacation day.

D. Written request for a personal day shall be made to the Department Head forty-eight (48) hours prior to such leave, unless under emergency conditions it may be granted on request by the Department Head or Township Administrator. The prior notification time may be waived in the sole discretion of the Township Administrator under emergency circumstances.

E. Casual employees are not eligible for this benefit. This section shall not provide payment to employees hired before the date of this contract who are currently receiving the benefit.

F. Such personal days shall not be accumulated from year to year, nor shall payment be made for unused personal days at the end of the year.

G. The Township Administrator may deny such request when in his/her sole judgment it will leave the remaining work force below a sufficient number to operate.

ARTICLE 9
BEREAVEMENT LEAVE

A. In the case of death in the immediate family, an employee shall be granted leave and suffer no loss of regular straight time pay from the day of death, up to and including the day of the funeral not to exceed four (4) work days.

B. Immediate family shall be defined as the employee's spouse, and the employee's or his/her spouse's child, stepchild, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, grandparents, step grandparents,. This section shall also apply to those family members who regularly reside in the employee's household.

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

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

E. An employee may make a request to the Township Administrator for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Township Administrator, shall be charged at the option of the employee as a personal day, vacation day or against accumulated compensatory time off.

ARTICLE 10
WAGES / OVERTIME / COMPENSATION TIME

A. Effective January 1, 2017 the base wage of each employee in the bargaining unit shall increase salary by two percent (2%), plus three (3) days' pay; with the exception of the Court Administrator who will receive a \$7,500.00 increase for 2017.

B. Effective January 1, 2018, the base wage of each employee in the bargaining unit shall be an increase of 2.0 % over their prior year base wage and stipend.

C. Effective January 1, 2019, the base wage of each employee in the bargaining unit shall be an increase of 3.0 % over their prior year base wage and stipend.

C3. Effective January 1, 2020, the base wage of each employee in the bargaining unit shall be an increase of 3.0 % over their prior year base wage and stipend.

D Effective January 1, 2010, members of this bargaining unit shall, by the nature of their position, be considered "exempt employees" pursuant to the Fair Labor Standards Act and shall not be eligible to earn compensation time nor overtime unless specifically authorized to do so by resolution of the Township Committee under "Declared Emergency" conditions as set forth in the Personnel Ordinance, or as described herein. All members of this bargaining unit recognize that their role as Department and Division Heads requires after hour activities that are considered when determining compensation for their title. As "exempt employee," members of this bargaining unit recognize their responsibility to participate in Township meetings, respond to incidents that require their presence, participate in emergency responses, participate in township-sponsored events, and other activities as directed by the Township Administrator.

ARTICLE 11
VOLUNTEER SAFETY DEPARTMENTS

A. All active and active-exempt members of any Neptune Township Fire Department, First Aid Squad or Office of Emergency Management may answer alarms or calls, when their services are requested, unless performing duties that leaving for such a response would result in a detriment to the Township. Employees must return to work as soon as their assistance is no longer required at the emergency scene. The Township will supply forms to employees who request same, which must be signed by the Chief Officer of their volunteer response agency and returned to the Township Administrator in order to receive this benefit. Employees must immediately notify the Township Administrator if their status changes with the emergency response agency.

ARTICLE 12
ATTENDANCE RECORDS

A. The attendance record of each employee shall be reviewed annually and at such time when a promotion, transfer or reduction in the work force is being considered.

B. Any full-time or probationary employee who does not incur any sick days in an anniversary year will receive three and one-half (3 1/2) days off the following anniversary year for perfect attendance. The employee may elect to receive same either in pay or time off. The incurring of job-related disability or injury leave shall not impact upon the perfect attendance record. Probationary or Permanent part-time employees are eligible on a prorated basis. Employees must select pay or time-off by submitting their choice, in writing, to the Township Administrator within thirty (30) days of attaining perfect attendance. Failure to chose, as described herein, shall result in the granting of time-off. Employees who are suspended during the year shall be ineligible for perfect attendance pay as described in this section.

ARTICLE 13
HEALTH AND WELFARE BENEFITS

A. The Township shall provide enrollment in the New Jersey State Health Benefits Program, Direct 10 Program for all permanent employees who have been on the payroll for two (2) months, at the beginning of the third month of employment. If an employee received his permanent appointment after the fifth day of the month, such month shall not be counted as aforesaid. The Township shall pay the balance of the full cost, after application of the employee share of health benefits costs as delineated in A. 1. below, of the foregoing program for the employee and his eligible dependents, and shall have the right to change insurance carriers so long as substantially similar benefits are provided to those available under the New Jersey State Health Benefits Program, Direct 10 Policy. Employees shall have the right to select a less costly option under the New Jersey State Health Benefits Program during initial enrollment or during an open enrollment period.

1. Members of the bargaining unit shall make health benefits premium sharing contributions pursuant to the regulations and scale set forth by P.L. 2012, c. 2 and P.L. 2011, c.78.

B. Eligible dependents are the employee's spouse (unless legally separated), domestic partner and children to the end of calendar year that they reach age 26 .

1. A child, who is incapable of self-sustaining employment by reason of intellectual disability or physical handicap, upon attaining age twenty-six (26) may be continued under the Program while remaining incapacitated, subject to the continuance of the employee's coverage under the Program. Proof of incapacity must be provided within thirty-one (31) days after coverage would otherwise terminate. Additional proof shall be required from time to time.

2. Stepchildren, foster children and legally adopted children may be included, provided they are wholly dependent upon the employee for support and maintenance and are reported for coverage.

3. In the case of divorce, or where the parentage is not clear, such children may be covered provided that the employee is required to provide for their support and maintenance pursuant to a court order.

4. A newborn or adopted child must be reported within sixty (60) days to the New Jersey State Health Benefits Program or other insurance provider. Failure to do so may result in

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the dependent not attaining coverage until the next renewal pursuant to New Jersey State Health Benefits Program rules.

5. No one will be eligible as a dependent under the Program while covered as an employee of a participating employer or while in military service.

C. The Township shall provide a paid-up drug prescription program to benefit the employees and their eligible dependents who have been on the payroll for two (2) months, at the beginning of the third month of employment. If an employee received his permanent appointment after the fifth day of the month, such month shall not be counted as aforesaid. The Township shall pay the full cost of the foregoing program for the employee and his eligible dependents, and shall have the right to change insurance carriers so long as substantially similar benefits are provided to those available under the New Jersey State Health Benefits Program.

1. Any employee who remains on the same prescription drug for ninety (90) days or longer must utilize the mail order prescription drug benefit program to be entitled to prescription coverage for that medication.

D. The Township agrees to provide the existing dental plan for members of the Association and their families. The Township shall pay the full cost of the foregoing program for the employee and his/her eligible dependents for eligible employees with a date of hire prior to January 1, 1997. The Township will pay the full cost of the managed dental care programs currently in place, not including the dental plan for eligible employees hired on or after January 1, 1997. Any employee with a date of hire on or after January 1, 1997 who wishes to participate in the previous dental program may do so by the employee contributing the difference between the previous dental plan and the primary managed dental care plan for the Township. The Township shall have the right to change insurance carriers so long as equal or better benefits are provided to those available under the Program in effect on the signing of this agreement.

E. The Township shall provide vision benefits as a deduction to employees payroll. Employee shall bear full cost of program. This program shall be instituted only upon the written request of the Association. Once implemented, termination may only occur in accordance with the insurance contract in effect at the time of termination.

F. Effective January 1, 2017; members of the bargaining unit shall make health benefits premium sharing contributions at a percentage rate at the mid-point between Year 3 and Year 4 on the scale forth by P.L. 2012, c. 2 and P.L. 2011 c.78. Effective January 1, 2018; members of the bargaining unit shall make health benefits premium sharing contributions pursuant to the "Year 3" percentage on the scale set forth by P.L.s 2012, c.2 and P.L. 2011, c.78.

ARTICLE 14
RETIREMENT BENEFITS

A. All Township employees enrolled in the New Jersey Public Employee's Retirement System shall be subject to the requirements and provisions of the respective plans.

B. All permanent full-time and permanent part-time employees shall be enrolled in the Pension System as of the date of their permanent employment.

C. All employees' contributions to the plan shall be deducted from the salary paid to such permanent full-time or permanent part-time employee, and remitted to the State in accordance with the provisions of State Law.

D. An employee having completed the required number of years of service, and having attained the specified age under PERS, PFRS or are retired on approved disability, shall apply for retirement as provided for by the Plan and State Law. Said retirees who have completed twenty five (25) years in the pension system and have spent the last fifteen (15) years in continuous employment with the Township of Neptune, will be provided with medical benefits, at no cost to the retiree, for the employee and his/her dependents under the New Jersey State Health Benefits Program in accordance with State of New Jersey Statute Chapter 88. In the event the Township changes insurance carriers, equal or better benefits will be provided.

E. All information regarding retirement can be obtained from the Office of the Certifying Agent.

F. On retirement, permanent full-time employees hired before December 31, 2005, with a minimum of fifteen (15) years service to the Township of Neptune shall be entitled to one-half days pay at the rate of pay in effect at the time of retirement for each full day of unused accumulated sick leave up to a maximum of one hundred-thirty (130) days pay, reflecting the accumulation of two hundred-sixty (260) days unused sick leave. Probationary and Part-Time Permanent employees are eligible on a prorated basis.

G. On retirement, permanent full-time employees hired after January 1, 2006, with a minimum of twenty-five (25) years of service to the Township of Neptune shall be entitled to one-half (1/2) days pay at the rate of pay in effect at the time of retirement for each full day of unused accumulated sick leave up to a maximum of one-hundred (100) days pay, reflecting the accumulation of two-hundred (200) days unused sick leave.

H. Pursuant to N.J.S.A. 40A:9-10.2 of New Jersey Statutes, certain employees, upon retirement, will be eligible to be paid for unused accumulated sick days in the amount of such days accumulated as of July 1, 2007 or the expiration date of an Employment Contract which was in effect as of that date or \$15,000, whichever is greater. For purposes of fixing the value of unused sick days accumulated as of July 1, 2007 or the expiration date of an Employment Contract which was in effect as of that date, the per diem value of said days shall be calculated by multiplying the number of accumulated days as of that date times the employee's daily rate of pay on July 1, 2007 or the expiration date of an Employment Contract which was in effect as of that date. In the case of this bargaining unit the date utilized for calculating and establishing the value of this benefit shall be December 31, 2008.

Specifically exempt from this Statute are licensed employees including the Qualified Purchasing Agent, the Planner, the Engineer, the Construction Official, Sub-Code Officials, Certified Public Works Managers and employees who are employed or appointed in the regular or normal course of employment or appointment procedures and consented to or approved in general or routine manner appropriate for and followed by the Township Committee.

I. Pursuant to PL 2011, C78, retirees with less than twenty (20) years of Service Credit as of June 28, 2011 will pay a percentage of the premium cost based upon their annual pension allowance. The minimum contribution is 1.5% of pension allowance.

ARTICLE 15
COLLECTIVE NEGOTIATION PROCEDURE

A. A maximum of four (4) employees shall be excused from his/her normal work duties in order to attend collective negotiation sessions.

B. Employees will not suffer any loss of regular straight time pay for attending collective negotiations sessions as noted in Section A, above during their regularly scheduled straight time working hours.

C. Any employee involved in collective negotiations shall be given a reasonable period of time to report to his/her normal job assignment after the conclusion of the negotiation session. The determination by the Township Administrator of a reasonable amount of time shall include a sufficient amount of time for the employee to obtain a meal if it is customary for the employee to have such a meal prior to reporting for duty.

ARTICLE 16
PHYSICAL EXAMS

The Township will require at its own expense an annual medical examination for paint sprayers and those employees subject to sewer gases, chlorine and fumes within the Sewer Maintenance Department and those employees regularly assigned to the defoliation operation and those employees holding current pesticide licenses and regularly performing pest or weed control operations for the Township.

ARTICLE 17
SAFETY EQUIPMENT

A. It is understood that personal safety equipment presently provided by the Township of Neptune to certain specified personnel, as indicated by existing records within those departments, in the form of gloves, boots, rain gear and goggles, will be continued during the life of this Agreement.

B. The Township of Neptune agrees to replace safety equipment worn out through normal wear and tear upon presentation of said equipment to the Department Head. No allowance or credit shall be allowed for equipment which is lost or stolen.

C. The Township of Neptune reserves the right to direct any employee to leave his/her job site if said employee is not adhering to established safety practices, the safety instruction of his/her supervisor, or if said employee is endangering himself/herself or his/her co-workers by ignoring safety procedures or is wearing personal clothing which may be determined by his/her supervisor to present a hazard. Said employee being ordered off the job site will not be compensated for the balance of the work day.

D. The Township of Neptune shall assure that compressed air, breathing apparatus and hazardous gas detectors are made available to employees assigned to the Sewer Department who are required to work in confined spaces. Said equipment shall also be made available, when needed to make an entry, to Road Department employees who have received training and certification for confined space entry.

ARTICLE 18
ASSOCIATION RIGHTS

A. All Association members shall be treated fairly and free from harassment from any Township official.

B. The Association shall be given five (5) work days written notice of any disciplinary action or hearing before the Township Administrator so that employees may have time to get proper legal counsel as provided by the Association or by his/her choice. Upon notice from the Association, any hearing before the Township Administrator may be postponed for a maximum of five (5) work days.

C. No employee under this Agreement may receive any disciplinary action, without a meeting before the Township Administrator. The employee may be represented by the Association, if requested by the employee. After such meeting, the Township Administrator may provide any appropriate discipline to an employee except termination of employment, demotion or a suspension for more than five (5) work days. No employee under this Agreement may be fired, demoted, or suspended without pay for more than five (5) work days, without a meeting before the Township Administrator. However, the five (5) work day suspension limitation may be extended by the Township Administrator up to and including the day of a scheduled hearing before the Township Administrator. In any instance where an employee is subject to disciplinary action which would result in a suspension or termination, such disciplinary action shall not be implemented for at least three (3) days after the incident occurred. During these three (3) days, the Employer, Employee and if requested by the employee, a Union representative shall confer in an attempt to resolve the matter. The three (3) day waiting period is not applicable in circumstances where the employee has been charged with one or more of the following:

- Neglect of duty; or lack of productivity;
- Insubordination or serious breach of discipline;
- Disorderly or immoral conduct;
- The conviction or admission of any criminal act or offense;
- Any violation of the Township's Policies with regard to drug and/or alcohol use.
- Where violence and/or the health and safety of other Employees or the Employer may be involved.

ARTICLE 19
SEPARABILITY AND SAVINGS

A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event such clause or clauses, but only to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of the clause, sentence or paragraph in which offending language may appear.

B. The Township of Neptune agrees to furnish the Association with sufficient copies for each member of the Association with a complete Contract booklet within forty-five (45) days of the ratification of this Agreement.

ARTICLE 20
MISCELLANEOUS

A. Conferences - Members of the bargaining unit who are attending an approved conference or training seminar in excess of twelve hours shall be granted a meal allowance not to exceed fifty dollars (\$50.00) per day or the published GSA rate for the city in which the conference is held (whichever is higher). The Purchasing Policy of the Township of Neptune will be strictly enforced in this regard.

B. Meal Allowance: Meal allowances for members who are held over for more than eight hours of work without an opportunity to return home for food shall be \$10.00 for breakfast; \$10.00 for lunch; \$12.00 for dinner.

C. Maintenance of Benefits: Any employee benefits existing as of the date of the new contract shall continue in full force and effect.

D. Certifications - In addition to the certifications outlined in the Personnel Ordinance that result in a base salary increase of one thousand dollars (\$1,000.00) upon attainment, the following certifications shall be added for members of this bargaining unit. Housing Code Official, Housing Code Inspector. All other terms and conditions of the Personnel Ordinance shall continue to apply for certifications.

ARTICLE 21
SICK LEAVE

A. Sick leave is hereby defined to mean absence of an employee from post or duty because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill and requiring care of attendance of such employee.

B. In accordance with this Article, a member of the immediate family is interpreted as meaning the employee's spouse, and the employee's or his/her spouse's child, stepchild, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, grandparents, step grandparents, son-in-law, stepson-in-law, daughter-in-law, stepdaughter-in-law, grandchildren and step grandchildren. This section shall also apply to those family members who regularly reside in the employee's household.

C. Sick leave shall not be interpreted as including an extended period where the employee serves as a nurse or housekeeper during the protracted period of illness of a member of the family.

D. In all cases of reported illness or disability suffered by an employee or a member of an employee's immediate family, the Township reserves the right to send medical personnel to examine and report on the condition of the patient to the Township Committee.

E. Every absence on account of illness or disability of an employee or a member of the employee's immediate family for three (3) or more days must be certified by a written statement from the attending physician. The Township Administrator has the right to waive this requirement or to require the employee to be examined by a Township Medical Physician and certified as fit for duty, before returning to work. Nothing contained herein shall limit the right of the Township Administrator to require proof of illness of any employee on sick leave, whenever such requirement appears reasonable under the circumstances, including a pattern of absences. Abuse of sick leave shall be cause for disciplinary action.

F. During protracted periods of illness or disability of an employee or a member of the employee's immediate family, the Township Committee may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending Physician and/or a Township Medical Physician. 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.

G. The rules which follow apply to the payment of salaries during periods of illness or disability for permanent and probationary full-time employees. Probationary or Permanent part-time employees are eligible on a prorated basis.

(1) Permanent and Probationary Full-Time Employees. Permanent full-time employees will accumulate paid sick leave during a calendar year at the rate of one and one-quarter (1 ¼) working days per month.

(2) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed.

(3) Any employee who takes sick leave after he/she has already worked a portion of the work day, may use one-half (1/2) day of his/her leave benefits.

(4) No employee shall be allowed to work and endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Department Head or Supervisor may direct the employee to the Township Physician for an opinion whether there is justification for the employee to be absent from work.

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

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

(2) When, in the opinion of the Township Medical Physician, the employee is ill or disabled because of self-imposed contributory causes.

(3) 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.

(4) When an employee does not report to the Township Medical Physician.

L. The recommendation of the Township's Medical Physician as well as those of the attending physician as the justification for the absence from duty on account of disability or illness or the fitness of the employee to return to duty shall be considered by the Township Committee. The Township Committee reserves the right, in such cases where there is a difference of professional opinion between the Township Physician and the personal physician, to require the employee to submit to an examination by a third doctor.

J. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

K. 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 utilization 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 work day.

L. An employee who is certified as absent on account of a disability or accident arising out of or in the course of his/her employment with the Township of Neptune shall not have such absence charged against his/her sick leave. All other provisions regarding absence on account of sickness or disability shall apply.

M. Sick leave in excess of the time prescribed by this agreement may be granted at the
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discretion of the Township Committee when warranted by the employee's overall work record.

N. Any employee on sick leave who has expended all his/her benefits and who cannot resume his/her normal duties as a result of said illness, upon the submission of medical evidence, may be continued without pay as an employee by resolution of the Township Committee and the Township shall pay for the entitled benefits. At the conclusion of three (3) months, if the employee is not able to resume his/her normal duties, he/she shall be terminated as an employee by resolution of the Township Committee. Any employee on unpaid sick leave not approved by resolution of the Township Committee will be subject to disciplinary action up to and including termination.

O. Pursuant to the Family and Medical Leave Act of 1993 (FMLA), which became effective 8/5/93, employees of the Township of Neptune who have worked for the Township for at least twelve (12) months and have worked at least 1,250 hours over the previous 12 months, are eligible for unpaid, job-protected leave of up to twelve (12) weeks each year for family and medical reasons. An unpaid leave may be taken for the following purposes:

1. The birth of an employee's child and the care of the child. This provision is applicable to both mothers and fathers;
2. The placement of a child with the employee for adoption or foster care;
3. The care of the employee's spouse, child or parent, who has a serious health condition;
4. A serious health condition that renders the employee unable to perform their job.

Under the FMLA, a child includes biological, adopted, and foster child, step-child, legal ward or a 'child' of a person acting in the capacity of a parent. The term 'parent' includes biological parents, as well as a person that acted in the capacity of a parent towards the employee. Siblings and in-laws are not covered by the Act. A 'serious health condition' means a mental or physical illness, injury, or impairment which involves inpatient care at a medical care facility or continuing treatment by a health care provider. Additionally, an employee's 'serious health condition' means the employee is unable to perform the functions of their job.

It is not required that the leave be taken all at one time. Intermittent leave or reduced leave (less than the 12 weeks) can be taken if the employee or a covered relation has a serious health condition, provided intermittent or reduced leave is medically necessary. In addition, an employee with more than one qualifying event within a 12 month period is not entitled to a separate 12 week period of leave for each event.

Procedure: The employee shall be required to submit to the Township Administrator a written notice that leave will be taken, indicating the amount of leave to be taken and the reason for the leave. If the leave involves an illness, a medical certification shall be submitted along with the leave notice. Said certification shall include:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition; and
4. Where applicable, a statement that the employee is needed to care for a covered relation

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and the amount of time needed to care for said person.

Intermittent or reduced leave medical certifications shall state:

1. The dates on which treatment is expected to be given and the duration of such treatment;
2. A statement of the medical necessity for the intermittent or reduced leave schedule and the expected duration.

FMLA is considered to be a form of sick leave, regardless of the type of time utilized under this section. Employees utilizing FMLA shall not utilize such time for vacation or personal activities. The employee has the option of utilizing accrued sick leave of up to twenty (20) days per year for leave under FMLA

P. Terminal leave is prohibited. The use of six (6) or more sick days by an employee within twelve (12) months of their intended retirement date is prohibited unless a physician verifies in writing the necessity of that medical leave. The Township may require the employee to submit to an examination conducted by a physician selected by the Township to verify medical necessity. If medical necessity is not verified, the employee will immediately return to work and all subsequent absences in violation of the terminal leave policy will result in the loss of three (3) days of accumulated sick leave for each day off.

ARTICLE 22
FULLY-BARGAINED AGREEMENT

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable 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 within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE 23
DURATION

A. This agreement shall be in full force and effect as of January 1, 2017, and shall remain in effect to and including December 31, 2020, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing no sooner than one hundred fifty (150) or no later than one hundred twenty (120) days prior to the expiration of this agreement of a desire to change, modify, or terminate this agreement.

B. The parties agree that the terms and procedures of this Collective Bargaining Agreement shall control over any conflicting provisions of the Township's Personnel Ordinance and that all matters not contained herein are governed by said Personnel Ordinance.

C. This agreement shall continue in full force and effect until such time that a successor agreement has been finalized.

TOWNSHIP OF NEPTUNE

By: Kevin McMillan
Mayor

Attest: Richard J. Cuttrell, RMC
Municipal Clerk

NEPTUNE TOWNSHIP DEPARTMENT / DIVISION HEAD ASSOCIATION

By: Dawn Thompson

By: Mark Balzarano

Attest:

Appendix

List of Employees represented by the Neptune Township Department / Division Heads Associations

DPW Supervisors
DPW Director
Senior Center Director
Registrar
Purchasing Agent
Construction Official
Municipal Court Administrator
Code Enforcement Supervisor
Assistant DPW Director
Administrative Director of Code Enforcement
Director of Planning and Engineering
Recreation Director
Director of Code/Construction
Superintendent of Buildings
Director of Municipal Information Services
Harbor Master
Emergency Medical Services Manager