

AGREEMENT

BETWEEN

THE TOWNSHIP OF EDGEWATER PARK

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

REPRESENTATIVES FOR

EDGEWATER PARK TOWNSHIP BLUE COLLAR WORKERS

JANUARY 1, 2012 THROUGH DECEMBER 31, 2015

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ARTICLE I
RECOGNITION

The employer recognizes Communications Workers of America, AFL-CIO, hereinafter referred to as the "union," as the bargaining agent for the Edgewater Park full-time Blue Collar Township Employees and Permanent part-time Employees of the Township, for the purpose of establishing salaries, wages, hours and conditions of employment for all its employees listed in Article XIII - SALARIES AND WAGES attached hereto, and by reference, made part of this Agreement.

This recognition, however, shall not be interpreted as having the affect of, or in any way abrogating the rights of employees under the laws of 1968, Chapter 303.

ARTICLE II
GENERAL RULES

- A. The proposed salary ranges shall be established and applied to all authorized classified positions, except where positions and salary are not by statute, or are temporary, or part-time, (non permanent) employment, or are other than authorized classified positions, or professional services on a specialized basis.
- B. The minimum rate shall be the hiring rate for each title. Employees may be hired in excess of the minimum rate if they possess special skills or experience that may be of value to the Township, at the discretion of the employer.
- C. The Employer agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, gender expression (as defined under NJ State Law), national origin, color, handicap, Union membership, Union activities, or the exercise of any concerted rights or activities or any other legally protected class.
For the purposes of this Agreement, he, shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually bias.
The Union and the Township shall continue to discourage bias, prejudice and bigotry, and foster understanding of others in the workforce regardless of race, creed, color, national origin, sexual preference, gender and its expression, age or physical condition.

ARTICLE III
CIVIL SERVICE TITLES

- A. Whenever an employee is promoted or reclassified from one class or title to another having a higher salary range or when the salary range of his/her classification is increased, then his/her salary shall be adjusted to the minimum of the new range or his/her old rate whichever is higher after he/she has worked in that classification for two weeks.
- B. In the event the Civil Service eliminates any job title which is currently in the bargaining unit and workers are placed into either an existing job title or a newly created job title, the employer agrees to negotiate over the wage rate for the newly created title and will have no effect on any existing rates in the salary scale.
- C. In addition, in the event that two or more existing job titles which are currently paid at different rates are consolidated into one title, the pay rate of the highest rated job title shall become the wage rate for the consolidated title.
- D. Civil Service Opt Out:
The Employer agrees if at any time during the term of this agreement the Township of Edgewater Park decides to opt out of Civil Service the Township will:
 - (a) Advise the Union immediately of any discussion by Edgewater Park Township Committee that involve considering opting out of Civil Service: including prior any vote that is to be taken by the Edgewater Park Township Committee to opt out; and;
 - (b) If the Edgewater Park Township Committee decides to opt out of Civil Service it will immediately begin to negotiate the impact Of any changes that include, but are not limited to Good Faith Layoffs; Minor and Major Discipline and Appeals; Seniority, Bumping; Title Rights; and Leave allocations.

ARTICLE IV
HOURS, SCHEDULE, WORK AND OVERTIME

A. FULL-TIME AND PERMANENT PART-TIME: - Normal working hours shall be from 7:00 A.M. until 3:30 P.M. with one hour lunch. (Employees have combined their two (2) fifteen minute paid breaks with their one half (½) hour paid lunch to create the one hour paid lunch).

Summer Hours: From Memorial Day to Labor Day the work hours shall be: 6:00 a.m. to 2:30 p.m. with the same lunch and breaks as listed in "A" above.

The normal working week shall consist of (five consecutive work days).

Work hours shall be set by the Superintendent of Public Works.

B. OVERTIME: Overtime payments shall be made in accordance with Federal and State Laws. Only the Township Administrator or Township Committee in charge of the department can authorize overtime scheduling. If an employee elects compensatory time in lieu of overtime, they must follow the Compensatory Time Article XV listed in this agreement.

C. EMERGENCY OVERTIME: As requested by the Police Department in an emergency situation, overtime may be authorized by the Superintendent.

Payroll calculations will be based on the work week commencing at 12:01 AM Monday and ending 11:59 PM Sunday. Payments shall be calculated based on hours worked per day in excess of eight (8) hours, and hours worked per week in excess of forty (40).

D. HOLIDAY OVERTIME: When an employee is called out to work a holiday, they shall be paid a minimum of four (4) hours pay at the rate of 1-1/2 times their current hourly rate plus (8) eight hours holiday pay.

E. EMPLOYEES CALLED TO WORK WHEN NOT REGULARLY SCHEDULED: All employees "called to work" when not regularly scheduled shall be paid a minimum of three (3) hours at his/her overtime rate. Overtime shall be computed at each employees hourly rate plus one-half (1/2) said rate. This call to work section cannot be used for holiday overtime above.

All call to work requests must have "pre approval" by the Township Administrator and are not considered pre-scheduled holiday overtime or emergency overtime as listed above in "C" and "D."

ARTICLE V
HEALTH AND SAFETY

In order to adequately and safely protect and serve both employees and the public, essential management prerogatives must be retained. The rights of management shall include but not be limited to the determination of emergencies; duty assignments; and adjusting of work schedules; disciplinary actions; and demotions; fines, promotions, suspensions, or transfers of employees when management shall so determine.

Safe working conditions will be the joint responsibility of management and the union. A Safety Council may be organized and made up of four (4) members; two (2) from management and two (2) from the union. The provision of this clause are subject to and superseded by the applicable provision of New Jersey State Law and the Civil Service.

All Safety problems shall be reported to the Administrator in charge through the Department Head.

REPORTING ACCIDENTS:

Employees are required to report all accidents immediately to their Department Head, who, in turn shall report the incident to the Township Administrator within twenty-four (24) hours. Accidents include injury on the job as well as damage to public property. Failure to report an accident in a timely manner shall be cause for disciplinary action.

ARTICLE VI
WORKER'S COMPENSATION

- A. Employees disabled with job related injuries and unable to work will be granted a leave of absence with pay for periods of time up to six (6) months with a total accumulation of one (1) year for any occurrence.

Under the same terms and conditions set forth except that employees shall continue to accrue seniority rights and appropriate fringe benefits and subject to the requirements that an employee will endorse any compensation checks received as the result of the disability from the Township insurance carrier over to the Township.

During the period of disability, Management reserves the right at such time and under such circumstances as reasonable, to require a person covered under the provisions set forth herein, to undergo a physical examination by a physician of the Township's choosing. When said physician determines that an employee may return to work, the Township's check will cease unless the employee returns to work.

- B. In the event the employee is dissatisfied with the Township physician's opinion, he/she may, at his/her own cost, seek a second opinion. If said second opinion is at variance with the initial opinion, both the Township and Union agree that the Township shall obtain from the Burlington County Medical Association a list of five (5) physicians qualified in the area of expertise which is the subject of employee's medical condition.

Said list shall be submitted to the employee within forty-eight (48) hours of receipt. Within forty-eight (48) hours of submitting the list to the employee, both the Township and employee shall select and rank in order of preference three (3) physicians from the list.

If only one (1) physician is the same on both lists, said physician shall be selected for a third opinion. If more than one (1) physician is on both lists, Township is to determine which of the duplicate physicians employee is to consult to obtain a third opinion. If the third opinion supports the employee's contention, the Township shall pay for third opinion and reimburse employee for second opinion. If third opinion supports Township physician's contention, then employee shall pay for the third opinion.

- C. The decision of the third physician shall be final and binding on the parties.

ARTICLE VII
GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this agreement shall be settled in accordance with the following procedures:

1. Within 15 working days of the grievable event or occurrence, the grievant shall prepare in writing on forms approved by the parties the facts relating to the grievance. The grievance shall be served upon the immediate supervisor who shall attempt to resolve said grievance and render a decision within 15 working days of receipt. Copies of the decision shall be forwarded to the grievant and the union office.
2. In the event of an adverse decision by the immediate supervisor, the grievant or union will have 15 working days to appeal the adverse decision to the Head of the Department in which the grievant works. All appeals shall be in writing. The Department Head shall have 15 working days to resolve the grievance. The decision of the Department Head must be in writing and copies shall be forwarded to the grievant and union office.
3. Upon receipt of an adverse decision by the grievant's Department Head, the grievant or the union may file an appeal of the adverse decision to the Township Administrator who shall schedule, hear and determine the grievance within 15 working days after receiving the grievance. The decision shall be in writing. Copies thereof shall be provided to the grievant and the union.
4. Upon receipt of an adverse decision by the Township Administrator, the grievant or Union may file an appeal with the Township Committee within 15 working days of receipt of adverse decision. The appeal shall be in writing. The Township Committee shall schedule, hear and make a determination within 15 working days of receipt of the grievance. Copies of the Township Committee's decision shall be forwarded to the grievant and union. Upon receipt of an adverse decision by the Township Committee, the grievant or union shall have thirty (30) working days to file with P.E.R.C. (Public Employment Relations Commission) for an appointment of an Arbitrator whose decision shall be final and binding on the parties.
5. Failure to move any grievance with the agreed upon time frames at any one step shall mean said grievance is automatically appealed to the next step.
6. Arbitration costs shall be borne equally between both parties.

ARTICLE VIII
HOLIDAYS

The Official Holidays for the Township of Edgewater Park employees shall be as follows; and shall be allowed as days off, with pay.

New Year's Day
Martin Luther King's Day
Presidents Day*
Good Friday
Easter Monday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Election Day
Thanksgiving Day
Day After Thanksgiving
Christmas
Day After Christmas

Those holidays falling on weekends shall be taken on a Friday or Monday, respectively.

The following holidays shall be considered a half-day commencing at 11:00 AM:

Christmas Eve
New Year's Eve

ARTICLE IX
LEAVE OF ABSENCE

Any employee asking for leave of absence shall submit his/her request in writing to his/her Department Head stating starting date, approximate duration and date of return, and reason for leave. Upon completion of approved leave of absence, employee shall return to his or her former position.

All applications for leave of absence shall be reviewed by the entire Township Committee and final approval of the leave of absence is only by majority of the Township Committee by formal action.

Any permanent employee and any temporarily mentally or physically incapacitated permanent employee holding a position in the classified service who temporarily desires to engage in a course of study or attend school courses that will increase his/her usefulness to the employer, or for any reason considered good by the Administrator and Department Head, may, with approval of the Administrator and the Department Head, be granted a special leave of absence without pay for a period not to exceed (6) months.

Family Leave:

The Township agrees that the employee can opt to use paid or unpaid leave for the first 15 days (three weeks) they use the family leave act. These 15 days refer to work days and not calendar days.

ARTICLE X
PERSONAL LEAVE

All employees listed in the Salaries and Wages Article shall receive two (2) days and their birthday, or if their birthday is not at a convenient time, a third day of their choice, for personal leave with pay, which may be taken as requested. Upon separation from employment, personal leave days will be prorated to the date of separation.

However, in the event that two employees from the same department request personal leave at the same time, seniority will rule.

Personal leave shall not be cumulative and payment shall not be given to any employee in lieu of leave.

ARTICLE XI
BEREAVEMENT LEAVE

Leave of absence for death in a family shall be in accordance with the procedures listed below:

All employees listed in the Salary and Wages Article will be allowed the following time off with pay in case of the death of:

FATHER, MOTHER, GRANDFATHER, GRANDMOTHER, SPOUSE, DOMESTIC PARTNER, CIVIL UNION PARTNER, SON, DAUGHTER, BROTHER, SISTER, FATHER-IN-LAW, MOTHER-IN-LAW, GRANDFATHER-IN-LAW, GRANDMOTHER-IN-LAW, DAUGHTER-IN-LAW, SON-IN-LAW AND GRANDCHILD; from the day of death until the day of burial inclusive.

In the case of death of a Mother, Father, Spouse, Child, Mother-in-law and Father-in-law, employees shall have one (1) additional day of bereavement after the burial.

For UNCLE, AUNT, NEPHEW, NIECE, BROTHER-IN-LAW, SISTER-IN-LAW, AND COUSIN OF THE FIRST DEGREE; the day of burial only.

Exception to this rule may be made when the deceased is buried in another city and the employee would be unable to return in time for duty with the leave of absence granted. In the case of death of a Mother, Father, Spouse, Child, Mother-in-law and Father-in-law, employees who have to travel out of state will be given one (1) additional day of bereavement for traveling.

Employee should submit a copy of the obituary to the Department Head to be placed in his/her personnel file.

ARTICLE XII
SENIORITY

Seniority is defined as the accumulated length of continuous service with the Employer computed from the date of hiring.

An employee's length of service shall not be reduced by the time lost due to authorized leave of absence or absence for a bona fide illness or injury certified by a physician not in excess of six (6) months. Except where the Civil Service Statutes require otherwise, in all cases of promotion, demotion, lay-off, recall, vacation schedules and other situations, where substantial, the employee with the greatest amount of seniority shall be given preference provided that he/she is qualified to fill the requirements of the job classification and to perform the work involved.

ARTICLE XIII
SALARIES AND WAGES

A. The following salaries will be effective for January 1, 2012 through December 31, 2015 for full-time and permanent part-time positions:

In consideration for the removal of the current step system, as outlined in the 2008-2011 agreement, the Employer has agreed to set the Full Time New Hour Hire Rate at \$13.78 per hour for the term of the 2012-2015 agreement as outlined below:

Full Time - New Hire Rate \$13.78 per hour. A full time new hire in 2012 shall begin at \$13.78 per hour and receive the raises listed below on Jan 1 of each year. A full time new hire in 2013, 2014 or 2015 shall begin at the new full time hire rate of \$13.78 per hour and on the following January they shall receive the negotiated raise of 2% each year thereafter until the expiration of the agreement as outlined below:

	<u>2% Raise</u>	<u>2% Raise</u>	<u>2% Raise</u>
	2013	2014	2015
New Hire In 2012			
\$13.78 Hr	\$14.06 Hr	\$14.34 Hr	\$14.63 Hr

New Hire in 2013 Start \$13.78 hr. On 1/1/14 receives 2% raise, on 1/1/15 receives 2% raise

New Hire in 2014 Start \$13.78 hr. On 1/1/15 receives 2% raise

New Hire in 2015 Start \$13.78 per hour

Current Employees: Shall receive a 2% raise, retro to 1/1 of each year of the agreement:

	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
	2012	2013	2014	2015
2011				
Salary	Salary	Salary	Salary	Salary
\$51,912.99	\$52,951.25	\$54,010.28	\$55,090.49	\$56,192.30

Stipend (for additional Mechanical/Maintenance Duties/Assistant to the Public Works Superintendent: Shall be \$1,500.00 per year. This \$1,500.00 stipend is not in the base pay and is paid to the employee who has been assigned the additional mechanical and maintenance duties as designated in the 2008-2011 agreement.

B. All salaries and wages shall be paid on alternate Thursdays unless said Thursday is a legal holiday in which case salaries and wages will be paid on Wednesday preceding the normal payday. All pay to be issued after 3:00 PM on the day specified. The Employer shall notify all employees at least two (2) weeks in advance prior to implementation to move to direct deposit.

C. During the term of this agreement, the pay scale will not be reduced unless by mutual agreement of both parties.

D. Permanent part-time employees shall be hired at a minimum of \$11.00 (eleven dollars) per hour and a maximum of \$12.00 (twelve dollars) per hour.

ARTICLE XIV
LONGEVITY PAYMENTS

The amount of Longevity will be determined by the years of service with the Township and will be based on the base salary only.

Longevity payments will be based on each employee's anniversary date with the Township and will be included in the first pay after the anniversary date.

Longevity will be paid at the following rates:

- 3% Of the base salary starting with the first day of the sixth (6th) year and including the 7th, 8th, 9th, and 10th years.

- 4% Of the base salary starting with the first day of the eleventh (11th) year and including the 12th, 13th, 14th, and 15th years.

- 5-1/2% Of the base salary starting with the first day of the sixteenth (16th) year and each year thereafter.

New Hires - Any employee hired after May 7, 1999 shall not receive longevity.

ARTICLE XV
COMPENSATORY TIME

Only the Township Administrator or Township Committee person in charge of the Department can authorize Compensatory Time.

Payroll calculations will be based on work week commencing at 12:01 a.m. Monday and ending 11:59 p.m. Sunday.

Where an employee elects to avail herself/himself of compensatory time (comp-time) instead of overtime, with the approval of the Administrator, such election and the scheduling of said time shall be within one year of accrual of said "comp-time". Employees can use up to eight (8) hours per month but in no case can they use more than seventy-two hours (72) in a twelve (12) month period.

It is understood that the basis for the meaning of the word "year" within which "comp-time" was earned is not meant as the calendar year.

Rates of compensation provided for in this agreement are fixed on the basis of full-time service unless stated otherwise.

ARTICLE XVI
VACATION SCHEDULE

A. Vacation time not used in the year it was earned may be carried over into the next succeeding year only. The carryover vacation time that remains unused by the employee by the end of that calendar year shall be forfeited.

B. Employees must notify the employer by August 1st of any calendar year if they have vacation time remaining from the carry over that could cause the time to be forfeited. In the event that a vacation day falls into a forfeited classification due to action on the part of the employer, the employer may elect to pay the employee for such vacation time or may permit the employee to reschedule same.

C. Permanent part-time employees shall be entitled to a proportionate amount of paid vacation leave as per Civil Service rules and regulations.

D. All vacation requests must be submitted to the immediate Supervisor for approval by the Department Head one (1) month before the vacation is to start, however, depending on the needs of the department the Department Head may, at his or her discretion waive the notice requirement.

E. Vacation scheduling is subject to employee seniority at all times. Any employee who is laid off, retired or separated from the service of the employer "in good standing" shall be compensated for his/her unused vacation time prorated to the date of separation.

F. Department Heads will maintain a file on vacation days used and time remaining. Such files will be available for inspection by each employee. If an employee wishes not to use one (1) week's vacation time, he/she may notify payroll and the Township will give him/her the week's pay.

G. 2:8-1.4 Full time employees shall earn vacation on the basis of 4A:6-1.2, Civil Service rules and regulations (except for 20 years or more of continuous service) as follows; after the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service. Thereafter, employees shall receive paid vacation leave as follows:

From the beginning of the first full calendar year of employment and up to five years of continuous service, 12 working days;

After five years of continuous service and up to 12 years of continuous service, 15 working days;

After 12 years of continuous service and up to 20 years of continuous service, 20 working days.

Over 20 years of continuous service, 26 working days.

H. Vacation shall be computed on a calendar year basis that is January 1st to December 31st.

ARTICLE XVII
SICK TIME SCHEDULE

1. Sick leave entitlement shall be administered and computed on the basis of the following Civil Service Title 4A:6-1.3 with reference to 4A:1-1.3 (immediate family and Local Service). Title 4A:6-1.3 attached hereto and made part of this agreement as page 19, 20,21 and Title 4A:1-1.3 covering "Immediate family" and "Local Service" only, attached hereto and made part of this agreement as page 22.

2. Additional Sick Leave Benefits:

a. Sick Leave Incentive: If less than four (4) sick days are used in a full year, the Township will give three (3) additional personal days to be used in the following year.

b. If a full-time employee or permanent part-time employee retires from the service of the Township; the employer shall compensate the employee for all accrued unused sick time at the rate of seventy-five percent (75%) for each day accrued and prorated, which will be paid to the employee at the time of separation. Such separation must be "in good standing."

Any full-time employee hired after May 7, 1999 who retires from the service of the Township, the employer shall compensate the employee for all accrued and prorated unused sick time at the rate of seventy-five (75%) for each day accrued up to a maximum payment of \$5,000.00 (five thousand dollars). Such separation must be "in good standing."

c. If a full-time employee or permanent part-time employee leaves the service of the Township on conditions other than retirement, they shall be compensated for all accrued and prorated unused sick time at the rate of fifty percent (50%) for each day accrued, which will be paid to the employee at the time of separation. Such separation must be "in good standing."

Any full time employee hired after May 7, 1999 who leaves the service of the Township on conditions other than retirement; shall be compensated for all accrued, and prorated unused sick time at the rate of fifty percent (50%) for each day accrued up to a maximum payment of \$5,000.00 (five thousand dollars). Such separation must be "in good standing"

Employees hired or recalled after May 21, 2010 shall not be eligible to receive compensation for sick leave upon separation in accordance with N.J.S.A. 11A:6-19.2. Full-time employees or permanent part-time employees who leave the service of the Township on conditions other than retirement, shall not be compensated for accrued unused sick time; sick time shall be prorated upon separation.

d. Permanent part-time employees shall be eligible for sick time benefits according to the schedule in the Civil Service Rules and Regulations Title 4 and Title 11 for entitlement to a proportionate amount of paid sick leave.

e. Department Head will maintain a file of sick days used and time remaining; such file is available for inspection by each employee.

f. Refer to Article XVIII Retirement Benefits for employees who retire while on sick leave.

ARTICLE XVII - CONTINUED
LEAVES, EMPLOYEE DEVELOPMENT

4A:6-1.3 Sick Leave:

1. Full-time State employees shall be entitled to annual paid sick leave as set forth in 1 (a) and (b) below. Full-time local employees shall be entitled to a minimum of annual paid sick leave as follows:

a. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.

b. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.

2. Part-time and 10-month employees shall be entitled to a proportionate amount of paid sick leave. State employees in intermittent titles shall be entitled to paid sick leave based on accumulated hours of work as set by the Commissioner.

3. Paid sick days shall not accrue during a leave of absence without pay or suspension.

4. Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

5. An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

6. Unused sick leave shall accumulate from year to year without limit.

7. Sick leave may be used by employees who are unable to work because of:

a. Personal illness or injury;

b. Exposure to contagious disease;

c. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (see N.J.A.C. 4A:1-1.3 for a definition of immediate family); or

d. Death in the employee's immediate family, for a reasonable period of time.

8. Sick leave may be used by a handicapped employee for absences related to the acquisition or use of an aid for the handicap when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the appointing authority.

ARTICLE XVII - CONTINUED
TITLE 4A:1-1.3 (12 14 ITEM)

1. "Certification" means a list of names presented to an appointing authority for regular appointment
2. "Class Code" means a designation assigned to job titles in State service with ranking based upon an evaluation of job content.
3. "Closing date for examination" means the date by which an applicant for an examination must meet all of the requirements contained in the examination announcement.
4. "Commissioner" means the Commissioner of Personnel.
5. "Days" means calendar days unless otherwise specified.
6. "Demotion" means, in local service, a reduction in title, and in State service, a reduction in class code.
7. "Department" in local service, where not otherwise defined by statute, means the largest type of organizational unit established by ordinance or resolution, as appropriate, that is not a sub-unit of any other organizational unit for the purpose of administering the political subdivision. In State service, "department" means a principal executive department of State government.
8. "Disposition" means the written report of actions taken by an appointing authority regarding a certification.
9. "Eligible list" means a roster compiled or approved by Civil Service of persons who are qualified for employment or re-employment.
10. "Filing date for examination" means the date by which an application for an examination must be received in the office designated in the announcement. When mailed, the filing date is by which a properly addressed application must be postmarked.
11. "Fine" means a disciplinary penalty which requires the payment of money or the performance of service without pay or at reduced pay.
12. "Immediate family" means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.
13. "Layoff" means the separation of a permanent employee from employment for reasons of economy or efficiency or other related reasons and not for disciplinary reasons.
14. "Local service" means employment in any political subdivision operating under Title 11A, New Jersey statutes.
15. "Open competitive examination" means a test open to members of the public who meet the prescribed requirements for admission.
16. "Part-time employee" means an employee whose regular hours of duty are less than the regular and normal workweek for that job title or agency.

ARTICLE XVII - CONTINUED
SICK LEAVE PROCEDURES

3. SICK LEAVE PROCEDURES:

a. An appointing authority or Supervisor may require proof of illness or injury when there is a reason to believe that an employee is abusing sick leave; an employee has been absent on sick leave for five (5) or more consecutive work days; or an employee has been absent on sick leave for an aggregate of more than fifteen (15) days in a 12-month period.

b. When an illness is of a chronic or recurring nature causing occasional absences of one day or less, one proof of illness shall be required for every six-month period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment.

c. In case of sick leave due to exposure to a contagious disease, a death in the employee's immediate family or to care for a seriously ill member of the employee's immediate family, reasonable proof may be required.

d. An appointing authority may require an employee to be examined by a physician designated and compensated by the appointing authority as a condition of the employee's continuation of sick leave or return to work.

(1) Such an examination shall establish whether the employee is capable of performing his or her work duties and whether to return to employment would jeopardize the health of the employee or that of other employees.

(2) The appointing authority shall set the date of the examination to assure that it does not cause undue delay in the employee's return to work.

ARTICLE XVIII
RETIREMENT BENEFITS

A. All full-time and permanent part-time employees are eligible for membership in the Public Employee's Retirement System (PERS) and Group Life Insurance is available according to the Civil Service Regulations.

B. Only all full-time employees who are disabled or retired after twenty (20) years of service with the Township of Edgewater Park shall have the opportunity to remain in the Medical Insurance Plan. The first seven (7) years will be paid by the employer at the current rate, less the amount of contribution to be paid by an employee for medical and prescription drug benefits for the employee and any eligible dependent which shall be set in accordance with P.L.2011c78. After the first (7) years the entire cost of the insurance coverage will be paid by the retired employee.

C. All full-time and permanent part-time employees who retire from the service of the Township shall be compensated for all accrued and prorated unused sick time at the rate of seventy-five (75%) for each day accrued, which will be paid to the employee at the time of separation. Such retirement separation must be "in good standing."

Any employee hired after May 7, 1999 who retires from the service of the Township shall be compensated for all accrued and prorated unused sick time at the rate of seventy-five (75%) for each day accrued, which will be paid to the employee at the time of separation up to a maximum amount of \$5,000.00 (five thousand dollars). Such separation must be "in good standing."

EMPLOYEES WHO ARE ON SICK LEAVE AND ARE RETIRING:

D. All full-time and permanent part-time employees receiving sick time benefits at the time of retirement shall cease to receive such benefits and will receive payment for seventy-five percent (75%) of the remaining sick time that has been accrued and prorated. Such separation must be "in good standing."

Any employee hired after May 7, 1999 who is receiving sick time benefits at the time of retirement shall cease to receive such benefits and will receive payment for seventy-five percent (75%) of the remaining sick time that has been accrued and prorated up to a maximum amount of \$5,000.00 (five thousand dollars). Such separation must be "in good standing."

E. It is the responsibility of the individual employee to submit all necessary documentation to the Division of Pensions when planning for retirement. Due to budgetary considerations, an employee shall notify the Township during the calendar year prior to the intended retirement. A minimum of six-month's notice should be given to allow completion of all required retirement documents.

ARTICLE XIX
HEALTH BENEFITS

A. Only all full time employees shall be enrolled in the New Jersey State Health Benefits Plan hereafter referred to as SHBP which will include benefits for spouse and family as specified in the company's tariff's.

B. The Township shall provide full time employees with benefits under the New Jersey State Health Benefits Plan (SHBP) which will include benefits for spouse and family as specified in the company's tariffs.

Effective January 1, 2012, the amount of contribution to be paid by an employee for medical and prescription drug benefits for the employee and any eligible dependent shall be set in accordance with P.L.2011c78.

Each full time employee, spouse, and eligible dependents shall also benefit from the New Jersey State Health Benefits Plan with coverage paid by the employer, less the employee premium payments as set forth in P.L.2011c78.

Upon expiration of P.L.2011c78, the Township and the Union agree to meet and negotiate terms of employee contribution rates; all provisions and employee contribution rates shall remain in effect until a new settlement agreement has been executed.

C. It is understood by the Union that the Township may change this health care plan during the course of this contract. The Union shall not oppose such change, or any other change, provided the plan's benefits are equal to or better than the New Jersey State Health Benefits plan.

D. Only all full-time employees are eligible for membership in the Delta Dental Plan of New Jersey with 80/20 coverage paid for by the employer and in accordance with P.L.2011c78. If the Township seeks to change the dental plan, the new plan must be equivalent or better than the plan in effect now.

E. Only all full-time employees who retire or are separated from the Township after twenty (20) years of service shall have the opportunity to remain in the Medical Insurance Plan. (Refer to Retirement Benefits Article XVIII). Such retirement or separation must be "in good standing".

F. Only all full-time employees including spouse and family, are eligible for a maximum \$400.00 dollar eyeglass reimbursement to be paid by the Township in each year of the contract. This benefit shall be prorated upon the employee's separation of employment from the Township.

G. All bargaining unit employees will be enrolled in the State Disability Insurance Program.

ARTICLE XX
UNION DUES AND AGENCY FEE

The Township agrees to deduct from the earnings of each employee union member, union dues, when said employee has properly authorized such deduction by signing a dues authorization card.

The Township will forward all dues deduction monies collected on a bi-weekly basis along with a list of employees who are included in the deductions. The union dues deductions are based on 1.154% of the gross pay. The check and payroll list of employee deductions will be sent to Communications Workers of America AFL-CIO Local 1036 in care of the Treasurer as listed below:

Communications Workers of America, AFL-CIO
Local 1036
1 Lower Ferry Road
West Trenton, New Jersey 08628
Attn: Treasurer

The parties agree that for the term of this agreement, in accordance with the New Jersey Statutes, any employee who is a member of this bargaining unit of the effective date of this agreement who is not a member of the union shall pay an Agency Shop Fee equal to eighty-five (85%) of the dues, initiation fees and special assessments of the bargaining agent.

Such fees shall be deducted from the employees affected on the basis of authorization provided by the bargaining agent. This provision shall be effective upon the signing and ratification of this agreement.

The C.W.A. agrees to indemnify and hold the Township harmless against any, and all claims, suits, orders of judgments brought or issued against the Township with regard to the dues check off, except for any claims that result from negligent or improper acts of the Employer or its agent or servants.

ARTICLE XXI
UNION RIGHTS AND PRIVILEGES

A. Representatives of the Union shall be permitted to conduct union business for a reasonable amount of time on the premises as long as it does not interfere with assigned duties of said employees.

B. The union may have the use of a meeting room within the Municipal Building when appropriately scheduled through the Township Clerk or Township Administrator.

C. No employee shall be contacted by a Committee Member, nor shall any employee contact a Committee Member directly, the purpose of which is to prefer charges or have charges preferred or to be questioned at length with the purpose of getting information in order to prefer charges or to have charges preferred. This does not preclude queries inherent with normal operation procedures and for normal conduct of business nor in emergency situations by and between the employee and his/her immediate supervisor.

D. No employee shall be brought up on charges unless employee's immediate Supervisor and Union Representative or Shop Steward are present.

E. The Township will pay the full day's pay to the Union Shop Steward for attending the C.W.A. Conference in each year of this agreement and the Township will also pay the full day's pay to the Union Shop Steward for attending the C.W.A. Local 1036 Conference in each year of this agreement. The total amount of two (2) paid union days per contract year to attend both Conferences over the term of this agreement. The pay will be at the regular daily rate, and notification to the Township will be within 10 days of each Conference date.

F. The Township agrees to make an employee suggestion box available for all employees.

G. The Township and Union agree to form a Labor/Management Committee. Such Committee shall have two (2) members from the Union and two (2) members from Management. The Committee shall meet on an as needed basis.

H. Resignation - In order to provide for smooth and orderly employee transition, proper notice of resignation must be given. Employees are encouraged to provide four (4) weeks' notice. The minimum notice requirement shall be two (2) weeks and shall be given in writing to the Department Head and the Township Administrator.

I. Travel Reimbursement - When an employee is required to travel to fulfill the duties of their position, or is attending an approved conference, seminar, etc., and a Township vehicle is not available, the employee will be reimbursed at the rate set by the IRS. This reimbursement does not apply to "E" above.

(a) Professional Education Courses - the Township shall pay for courses including college education for employees. If the course hours are not offered during regular scheduled hours (7:00 to 3:30) Monday to Friday the employee will not be compensated for those hours, but the course will be paid for by the Township. Courses must be related to the employees job and the employee must have a passing grade to be reimbursed.

J. Appearance - Township employees are in constant contact with the public on a daily basis. An employee's appearance is a reflection of the Township's attitude toward the people that we serve. Due to wide variety of tasks being performed, employees are required to wear the uniform provided by the Township. Any conflicts regarding this section shall be decided by the Township Administrator. Any employee receiving a negative administrative decision shall have the right to proceed to the grievance procedure.

K. Access to Personnel Records - Employees are entitled to review their individual personnel records during normal business hours and within a reasonable time of the request to review such records. Employees shall have verbal and written warnings, reprimands, and/or counseling sessions removed from the personnel file after twelve (12) months from the date they were given as long as there has been no re-occurrence of the same infraction within that twelve (12) month period. If a re-occurrence of the same infraction occurs the infraction shall remain in the file permanently. Only those employees charged with personnel and payroll responsibilities, i.e., Township Administrator can make any revisions in personnel information including but not limited to name, address, telephone number, marital status, dependents, insurance beneficiary. The Township is not responsible for lack of insurance coverage due to an employee failing to notify the Township in a timely manner.

ARTICLE XXII
CLOTHING ALLOWANCE

A. Each employee shall receive a clothing allowance at a cost of:

2012	\$700.00
2013	\$700.00
2014	\$700.00
2015	\$700.00

B. When snow plowing exceeds a normal workday, a meal shall be provided to the employees. The meal allowance for storm or other emergencies shall be ten (\$10.00) dollars per meal per employee after the first four (4) hours and continuing every four (4) hours thereafter.

ARTICLE XXIII
SEVERABILITY AND SAVINGS

In the event that any portion of this agreement shall be made inoperative by reason of Judicial or Administrative ruling, State or Federal Law or Civil Service Rules, that portion declared to be inoperative shall be excised from this agreement and the remainder of the agreement shall remain in full force and effect.

The contract stipulations shall supersede any Township ordinance or directive and shall only be superseded by Federal and State Law and Civil Service operating rules and procedures.

ARTICLE XXIV
FULLY BARGAINED PROVISIONS

This agreement represents the full and complete understanding of the parties on all issues which were or could have been the subject of collective bargaining, and agree that all parts of this agreement will be interpreted according to the intent of the parties.

ARTICLE XXV
DURATION OF CONTRACT

This agreement shall be effective upon the passage of a resolution by the Township Committee directing the Mayor and the Township Clerk to execute the agreement and shall remain in full force and effect until the 31st day of December 2015.

It shall be automatically renewed from year to year thereafter, unless either party shall notify the other party, in writing, 90 days prior to the expiration date that it desires to modify this agreement.

In the event that such notice is given, negotiations shall begin no later than (60) days prior to the expiration date. This agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this agreement is provided to the other party in a manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

Notice of renegotiation of this contract shall be specific as to which topics and subjects and the entire contract need not be renegotiated if one or more specific items are negotiated.

ARTICLE XXVI
AGREEMENT

This Agreement made by and between the Township of Edgewater Park, hereinafter referred to as the "Township" and Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the parties after due negotiations and consideration did enter into an employment contract which covers the years 2012, 2013, 2014 and 2015.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this 11 day of December 2013.

COMMUNICATIONS WORKERS
OF AMERICA

Adam Liebtug
ADAM LIEBTAG, PRESIDENT
CWA LOCAL 1036

Anthony Tallarico
ANTHONY TALLARICO
ASSISTANT TO THE PRESIDENT

Elaine Walker
NATIONAL REPRESENTATIVE

Florence McNamara
FLORENCE MCNAMARA
STAFF REPRESENTATIVE

Jim Bernard
JIM BERNARD
SHOP STEWARD/NEGOTIATOR

TOWNSHIP OF EDGEWATER PARK

John Mcelwee
MAYOR JOHN MCELWEE

Linda Dougherty
LINDA DOUGHERTY
TOWNSHIP ADMINISTRATOR

Aubrey Painter
AUBREY PAINTER
PUBLIC WORKS SUPERINTENDENT

Attest
ATTEST.