

Agreement

Between

TOWNSHIP OF MEDFORD, NEW JERSEY

and

INTERNATIONAL UNION, UNITED

AUTOMOBILE, AEROSPACE AGRICULTURAL

IMPLEMENT WORKERS OF AMERICA

and its

UAW LOCAL 1612

For the Period

January 1, 2005 through December 31, 2008

**ARTICLE I
AGREEMENT**

THIS AGREEMENT, entered into this _____ day of _____, 2005, by and between the Township of Medford in the County of Burlington, New Jersey, hereinafter called the "Township" and The United Automobile, Aerospace and Agricultural Implement Workers of America, and Local Union 1612 UAW Amalgamated, called "UNION" represents the complete and entire Agreement between the Township and the Union and supersedes all previous oral or written agreements and understandings between the parties or between representatives of the parties or between representatives of the Township and the individual employees.

Now, therefore, in consideration of mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

**ARTICLE II
RECOGNITION**

In accordance with the "Certification of Representation" of the Public Employment Relations Commission dated 8/23/04 (Docket No RO-2004-106), the Township recognizes the Union as the exclusive collective negotiating agent concerning wages, hours and conditions of employment covered in the aforementioned certification and for all Public Works employees including maintenance workers/driver operators, helpers, mechanics, mechanics helpers and heavy equipment operators, employed by Medford Township, excluding office, clerical, professional, police and supervisors within the meaning of the Public Employees Relations Act.

**ARTICLE III
MANAGEMENT RIGHTS**

A. The Township 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. To the executive management and administrative control of Township Government and its properties and facilities and the activities of its employees.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees in accordance with the provisions of this Agreement.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To establish reasonable rules and policies to govern and regulate Public Works employees.

5. To lay-off for lack of work or for other legitimate reasons.
6. To introduce new or improved methods and procedures for administering service to Medford Township.

These rights shall not be used to discriminate against any employee because of race, color, religion, creed, national origin, age, sex, disability, physical or mental handicap, disabled veteran, or veterans of the Viet Nam era, or Union activity; and these rights shall be exercised in accordance with other provisions of the Agreement.

ARTICLE IV **DUES CHECKOFF**

A. Upon receipt of written authorization from employees, the Township shall deduct regular Union dues, initiation fees and assessments. For employees who have not signed and submitted to the Township a written authorization allowing the deduction of regular pay to the Union, a representation fee in lieu of dues in an amount not to exceed 85% of such regular membership dues, fees and assessments shall be deducted to the extent allowed under New Jersey Law. The Township shall forward the proper sum to the Union.

B. Deductions shall be made out of the employee's first pay of the month and shall be forwarded to the Union no later than the tenth (10th) day of the following month. The normal monthly dues applicable to employees covered under this Agreement as of its effective date is as set forth in the UAW Constitution.

C. The Union agrees to indemnify and save the Township harmless from any suit or liability arising because of action taken or not taken by the Township pursuant to this Article.

ARTICLE V **DISCRIMINATION**

A. The Township agrees not to discriminate, coerce, or interfere in any way with any employee because of membership or non-membership in the Union, or because of service or activity as an elected or appointed Union representative.

B. The Township agrees that no employee shall be discharged because of his/her current or prior activity as a member of the Union.

C. No employee will be discriminated against in any manner, including but not limited to: promotions, job bidding, bumping and layoffs due to race, creed, color, national origin, sex, sexual orientation, age, religion, handicap or veteran status to the extent provided and applicable under Federal and State laws. The parties agree that they shall not discriminate against an employee or applicant for employment because of a mental or physical disability.

ARTICLE VI
UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the Township facilities or premises where Union employees are located at reasonable hours for the purpose of assisting in the adjustments of grievances. When the Union decides to have its representative enter such Township facilities or premises, it will notify the Township Manager or a designated representative at least 24 hours in advance. There will be no interference with the normal operation of the business of the Township government and no interference with the working conditions of or normal duties of the employees.

B. One (1) Shop Chairperson and three (3) Shop Stewards from the Public Works Bargaining Unit will be elected by members of the Union to represent the Union in grievances and other business with the Township. In addition, one alternate Steward/Officer may be appointed by the Union to assist the Shop Stewards or represent any member of the Union when his/her Shop Steward is unavailable. A maximum of two (2) Stewards/Officers of the Public Works Bargaining Unit shall be permitted to represent the Union at any one time for the purpose of assisting with adjustments of grievances.

C. Shop Stewards and/or members of the negotiating committee shall be provided a reasonable amount of time during the work day and shall suffer no loss of regular pay for scheduled meetings, conferences, or negotiations during working hours. Shop Stewards shall suffer no loss of regular pay when required to take time off to perform their duties as stewards to include grievance and arbitration handling and investigation. Each Steward shall obtain permission from his supervisor prior to leaving the job.

D. Any time an employee is to be disciplined in accordance with the terms of this agreement, the Township shall advise the affected employee of his right to Union representation.

E. In the absence of the Shop Chairperson or Shop Stewards, due to illness or vacation or any other reason for absence, a replacement may be appointed by the Union. The replacement will be released and paid in accordance with the provisions outlined above. The Union shall notify the Township Manager immediately upon replacing, electing or appointing a Shop Chairperson, Shop Steward, or Negotiations Committee.

F. The Union shall advise the Township Manager in writing of the names and titles of all Union representatives within seven (7) days following each change.

ARTICLE VII
GRIEVANCE-ARBITRATION PROCEDURES

A. Grievances are defined as any dispute arising between the parties hereto relating to or involving questions of interpretation, application or performance of any Article of this Agreement.

B. Should a grievance arise as defined herein all parties to this Agreement shall make an earnest effort to resolve the matter promptly. All grievances shall be handled and disposed of solely in accordance with the procedures set forth below.

C. It is expressly understood that one official of the Local Union, the Local Union Committee, or the International Union may participate and/or observe any step of the grievance and/or arbitration procedures.

D. Grievance/Arbitration Procedures:

Step I: Grievances involving employees shall be discussed by the employee involved, the Shop Chairperson and/or the Shop Steward with the employee's immediate supervisor within five (5) working days of the occurrence complained of. If no agreement is reached within five (5) working days after this discussion the grievance shall be reduced to writing.

Step II: In the event that such grievance is not satisfactorily settled in Step I, a meeting shall be held within ten (10) working days after the failure to reach a satisfactory agreement at Step I between the employee, the Shop Chairperson and/or Shop Steward, Union Official and the Township Manager and/or his designee for the purpose of further consideration of the grievance. The Township Manager shall render a decision within ten (10) working days of such meeting.

Step III: In the event that the Township Manager's decision at Step II is not acceptable or the Township Manager does not render a decision within ten (10) working days, such matter(s) may be submitted within thirty (30) working days after a written decision from Step II or 30 working days from the date such decision was due, for final determination by an Arbitrator, mutually agreed upon by both parties, or, failing such agreement, the Union may submit the matter to arbitration under the voluntary Rules of Labor Arbitration of the American Arbitration Association.

E. The Arbitrator's decision shall be final and binding upon both parties.

F. The Arbitrator shall not have the authority to add to, subtract from, or modify the expressed provisions of this Agreement and shall confine his decision to a determination based upon the facts presented.

G. Time limits set forth herein may be extended by mutual agreement between both parties provided such extension is agreed to in writing. However, failure by the aggrieved party to process the grievance to the next step within the time limits specified (unless mutual extended) shall constitute abandonment of the grievance.

H. Expenses of the arbitration hearing shall be borne equally by the Township and the Union.

I. A Grievance Committee of the Union shall consist of a staff representative (International UAW), a Local Union Officer, the Shop Chairperson, Shop Steward and the employee involved.

ARTICLE VIII
HOURS & OVERTIME

A. The normal working week shall consist of forty (40) hours per week inclusive of lunch, eight (8) hours per day from 6:30 AM until 3:00 PM, five days a week, Monday through Friday. However, the normal workweek may be revised, with the agreement of the Union and the employees involved on a volunteer basis.

B. All work performed in excess of forty (40) hours in one week shall be considered overtime.

C. Overtime shall be distributed as equitably as possible and all employees shall be expected to work a reasonable amount of overtime when requested by the Township. Individual employees shall have the option to decline overtime opportunities, except in emergencies.

D. Recall to Duty and Call-Ins: Employees called into work on their off days or recalled to duty shall receive a minimum guarantee of four (4) hours compensation in accordance with Section B above for all work performed under such circumstances, provided said recall duty is not continuous with the employee's normal shift. The Township shall have the right to assign other work should the emergency or other reason for the call-in be less than the four (4) hour call-in time.

E. Employees shall be entitled to a 15 minute break at a reasonable time in the morning hours. In addition, employees will have a 30 minute lunch break per shift.

F. An employee seniority list (made up of full-time permanent employees by classification and department) shall be used in the distribution of overtime and provided the employee asked to perform the work, can perform the work. The supervisor shall start at the top of the list asking each employee by classification and department if he desires to work the overtime until all available positions are filled. At this point, the next employee on the list will become the first employee asked when overtime is again available. When the entire list has been exhausted, the supervisor will again start at the top. A seniority list shall be updated every January and July and a copy thereof given to the Union. All full-time permanent employees on the seniority list shall be asked to work overtime before part-time and temporary employees are asked to work overtime. The Township shall provide, semi-annually, a written statement to the Union listing for each employee, the number of hours worked and the amount of overtime pay received during the period since the last statement.

G. The overtime provisions of this clause shall apply only to full-time permanent employees.

H. The Township agrees to use Township equipment operators, when available, to run heavy equipment (defined to include the backhoe/front end loader, tub grinder and road grader).

I. By mutual agreement between any employee, supervisor, and the Union, flexible hours of work may be permitted to accommodate occasional circumstances where it is to the benefit of the employee or Township or both for work to be performed at times other than the regular schedule of work. Any such short term agreement for flexible hours that results in more or less work hours than regular hours on any given day, work week, or pay period shall be made up during the same or next pay period so that the total number of hours worked shall be the same. For example, the Township may request an employee to work additional hours on one day, with the employee agreeing to take the exact number of hours in time of on another day in the same or next pay period. Similarly, an employee may request a department head to permit hours off on one day by agreement to work the exact number of hours in addition to the regular work schedule on another day in the same or next pay period. Use of such flexible hours shall not result in additional pay or loss of pay to any employee, nor shall any leave balances be increased or reduced.

ARTICLE IX **SENIORITY**

A. All employees shall attain seniority rights measured from the first (1st) day of employment, which seniority shall be measured by length of continuous employment with the Township Public Works Bargaining Unit. Seniority shall govern in layoffs, recalls, and transfers under this agreement.

B. Should the seniority of any two (2) or more employees be equal, the respective seniority rights of such employees shall be determined by the last four (4) numbers of the employee's social security number, with the employee having the higher number being deemed the senior employee.

C. An employee's seniority under this Article shall be terminated for the following reasons:

- 1) If the employee is discharged for just cause.
- 2) If the employee quits his position for any reason.
- 3) If the employee, after being laid off, fails to report back to work without an excuse acceptable to the Township, within its sole discretion, within three (3) working days, Saturday, Sunday and holidays excluded, after the Township sends a notice by certified mail, return receipt requested, to the employee's last known address instructing him to do so.
- 4) If the employee is laid off for a period of twelve (12) months.
- 5) Failure to report to work after the expiration of any approved leave of absence.
- 6) If an approved medical leave of absence, including any period of workers compensation disability exceeds twelve (12) months.

D. Seniority lists shall be prepared by the Township within thirty (30) working days after the signing of this Agreement and updated semi-annually.

E. **Notice of Layoff:** In the event of a layoff the Township will notify the Union and the employee five (5) days in advance showing the number of employees and classifications affected. Employees shall accrue seniority during layoff for a period of twelve (12) months.

During reductions of work or during a lay off period, probationary employees will be laid off first.

F. Layoffs shall take place in inverse order of seniority. For layoffs which would result in the bumping of a less senior employee within the Public Works Bargaining Unit, the employee bumping must have necessary skills and ability to perform the job he is bumping, or acquire such skill and ability during a thirty (30) day trial period. Recalls from layoffs shall be made in the inverse order of layoff by seniority. (i.e., first laid off, last recalled and last laid off, first recalled). Recall rights shall be for twelve (12) months.

G. The Township agrees to post all job vacancies or new positions on the bulletin board for five (5) working days.

H. Seniority shall govern employees from within the Public Works Bargaining Unit for such job openings as they may apply for provided they have the necessary skill and ability for the open job position and demonstrate such skill and ability by successfully completing a fifteen (15) day trial period. However, should an employee fail to successfully complete a fifteen (15) day trial period, he shall be returned to his immediate previous position.

ARTICLE X

WAGES/MEAL ALLOWANCE

A. Wages for this contract shall cover the years 2005, 2006, 2007 and 2008. In each year of the contract (effective January 1 of each year) there shall be the following increases:

- a. Effective January 1, 2005, there shall be a three (3%) percent salary increase.
- b. Effective January 1, 2006, there shall be a three (3%) percent salary increase plus \$.25 per hour for employees who, as of January 1, 2008, would be below the minimum stated in Section B of this Article.
- c. Effective January 1, 2007, there shall be a three (3%) percent salary increase plus \$.50 per hour for employees who, as of January 1, 2008, would be below the minimum stated in Section B of this Article.
- d. Effective January 1, 2008, there shall be a three (3%) percent salary increase plus a per hour increment necessary for employees to reach the minimum stated in Section B of this Article.

B. As of January 1, 2008, the following minimum salaries shall apply:

Helpers - \$12.50
Driver/Operator - \$14.50
Mechanic - \$18.50
Mechanic Helper - \$14.00
Heavy Equipment Operator - \$21.00

C. The salary schedule attached hereto as Schedule A is intended to state the minimum salary levels during each year of this contract and Schedule B states salaries during each year so long as the position continues to be held by the listed employees.

D. Any employee who works ten (10) consecutive hours in one (1) day will receive a meal allowance of ten dollars (\$10.00).

E. The Township will continue to provide needed tools and equipment to perform the mechanic's duties.

F. The parties agree to commence negotiations immediately after creation of a new job title covered by this Agreement for purposes of establishing a wage rate for that job title.

G. An employee who performs work in a higher paid classification for a period of five consecutive days or more shall receive that pay rate for that classification after the fifth day and continuing consecutively until the employee is no longer working in said classification. For temporary transfers to lower paid classifications the employee shall maintain his/her then current rate of pay.

H. When an employee is promoted to a higher paying position, he shall be paid a salary equal to the then current minimum salary for that position and he/she shall receive the annual salary increases as stated in this contract. In the event the minimum salary of the higher paying position is less than his/her current salary, the current salary shall continue to be paid with annual increases as stated in this contract. If an employee is transferred to a lower paying position, he/she shall receive the then current highest salary being paid for that position.

I. The Township shall provide training and vehicles and shall pay for initial license fees, costs and renewal fees for CDL's.

J. The Township shall provide inoculation for Hepatitis A, B, & C.

K. Employees who report for work on a regularly scheduled work day shall receive a minimum of four (4) hours pay at the employee's regular hourly rate.

ARTICLE XI **NO STRIKE-NO LOCKOUT**

It is mutually agreed by both parties that there shall be no strike as that term is defined under the Public Employee Relations Act during the life of this Agreement. The Township agrees that there will be no lockout of employees during the term of this Agreement.

ARTICLE XII
LEAVES OF ABSENCE WITHOUT PAY

Requests for leave of absence without pay shall be in writing and shall state specifically the reasons for the request, the date desired to begin the leave, and the date of return. The request shall normally be submitted by the employee to the affected Department Head and a copy to the Personnel Department. The Department Head shall recommend to the Township Manager whether the request should be granted, modified, or denied. The Township Manager's office shall then make a decision based upon the best interest of the Township, giving due consideration to the reasons given by the employee, and the requirements of any applicable state and Federal laws.

The Township Manager may grant a full-time employee a leave of absence without pay not to exceed twelve (12) weeks for non-medical purposes. Non-medical leave is unpaid leave time for career advancement, personal or family situations. Such leaves may be granted after vacation accrual has been exhausted. Sick leave accruals may not be used for non-medical leaves. Medical leave without pay may be granted for a period not to exceed six months. Medical leave may be used for disability/illnesses (including maternity-related disabilities) which extend beyond the period of accrued sick leave. (Vacation accruals may also be used before starting an unpaid medical leave after sick leave accruals are exhausted.)

All leave requests, will be routed to the Public Works Department Head for approval. Approved requests shall be forwarded to the Township Manager and Personnel Department for review and concurrence. Under no circumstances may an employee use a leave of absence to work for another employer or to pursue self-employment. Leaves are designed to accommodate employees who have critical personal situations only.

No sick leave, holiday, vacation benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay.

Any employee on an approved leave of absence may continue his or her medical, dental and life insurance coverage by paying the full cost to the Township in advance for each month or portion thereof of which he or she is absent, subject to limitations set by the insurance carrier.

Upon expiration of the leave of absence, the employee shall be reinstated in the position held at the time the leave was granted or another equivalent position.

Upon extenuating circumstances, the Township Manager may grant an extension of a leave period upon written request by the employee. Such extension may not exceed three months and will be based on departmental as well as employee considerations.

Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to disciplinary action up to and including termination.

ARTICLE XIII
MISCELLANEOUS PAID LEAVES

A. Bereavement Leave: Full-time employees who have a member of his/her immediate family taken by death shall receive up to five days off with pay as bereavement leave to arrange and/or attend funeral activities.

"Immediate family" shall be defined as spouse, parents, step-parents, sister, step-sister, brother, step-brother, child, step-child, or similar familial relationship.

Three days bereavement leave shall be granted for the death of in-laws, grandparents and grandchildren.

One day bereavement leave shall be granted for a relative not enumerated above or for other persons when the employee has a close relationship. Such leave is subject to the prior approval of the department head and/or Township Manager.

Additional bereavement leave may be granted by the Township Manager if the employee has good cause. Otherwise vacation time should be used by the employee if additional leave is needed.

B. Military Leave:

1. Authority: The authority for this policy is derived from the provisions of N.J.S.A. 38:23-1, et seq. and N.J.S.A. 38A:1-1 et seq. as amended by PL 2001, C. 351.

2. Application: This policy applies to full-time employees who are affiliated with the United States Armed Forces, National Guard, Coast Guard or Organized Militia.

3. Employer's Responsibilities:

a. The Township is obligated to release employees for service with the Armed Forces when the employee participates in:

- (1) Annual Training (Summer Camp)
- (2) Active Duty of Training (School)
- (3) Inactive Duty Training Assemblies (Weekend drills)
- (4) Extended leave of absence for voluntary active duty service (Enlistment)
- (5) Involuntary call-up

b. Leaves of Absence:

1. The Township is obligated to grant an employee, who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other organized affiliated therewith, include the National Guard of another State Military Leave with pay for absences not exceeding thirty (30) work days per year.

2. The Township is obligated to grant an employee, who is a member of an organized militia, military leave with pay not exceeding ninety (90) work days during which the employee is engaged in State of Federal active duty. Militia is defined as "all military forces of the State of New Jersey, whether organized, or active or inactive." N.J.S.A. 38A:1-1.

3. Any leave of absence in excess of the statutory prescribed time period shall be without pay but without loss of time. The employee may, however, request use of vacation, compensatory time, or leave without pay to supplement absences exceeding those covered by the applicable statutory military leave allowance.

4. An employee with full-time temporary appointment for less than one year shall receive leave without pay but without loss of time.

c. Military leave of absence shall result in no loss of seniority status or benefits, which would have normally accrued if the employee had not been absent for such purposes.

d. The Township will make a reasonable effort to adjust work schedules and assignments to accommodate employees fulfilling military obligations.

e. An employee promoted or hired to fill a vacancy created by a person on military leave is appointed to the position subject to the return of the absent employee. A replacement employee is subject to layoff if no other position is available.

4. Employee's Responsibilities:

a. The employee is responsible to provide to his/her Department Head copies of all military orders which will result in a leave of absence for active military duty. Orders must specify the duties of absence, promulgation authority, letter order number and signature of issuing authority. Employees are required to notify their supervisors at the earliest possible date upon learning of scheduled military duty.

b. Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to the possibility of termination.

c. Inactive duty training dates (weekend drills) should be provided to the Department Head as soon as available if the dates conflict with scheduled employment with the Township.

d. Extended leave of absence (exceeding the statutory allowance) will be pursuant to Article XII, LEAVES OF ABSENCE WITHOUT PAY.

5. Accounting Procedures:

a. All military leaves will be processed after written notice by the employee.

b. Military Leave will be accounted for in increments of 24 hour periods (from 0001 hours to 2400 hours)

c. It is the responsibility of the Department Head to annotate the use of military leave on the employee's monthly time card. Military leave will be registered on the time card by use of the letters ML.

d. The Township Personnel Officer is responsible for the creation and maintenance of an annual Military Leave Register for each affected employee to ensure accurate accountability of leave expended.

C. Jury Duty: Any full-time or part-time employee who is required to serve on a jury, or as a result of official Township of Medford duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service. A probationary employee called will have his/her probationary period extended to by the same amount of time as required for serving on jury duty. An employee who receives notice of jury duty or witness service must notify the Department Head immediately in order that arrangements may be made to cover the position. The Township reserves the right to request that an employee who is called for jury be excused if the absence would create a hardship on the operational effectiveness of the Public Works Department.

The employee is responsible to turn over jury or witness fees to the Township Personnel Department, excluding mileage fees.

Time away will not affect vacation, sick leave or personal leave accruals.

Employees who appear in court as the plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work unless that time is accrued vacation or personal leave. Court payments for travel expenses are to be retained by the employee.

The employee may keep any court payment for services performed on the days of his/her regularly scheduled weekend or performed while on vacation or personal leave.

Employees are to return to work after jury duty although no more than the regularly scheduled number of hours for both jury duty and work shall be required. If excused as a juror on any given day, the employee is expected to contact his/her supervisor and to report to work as instructed.

D. Union Leave - Training/Seminars: The Township will allow up to two (2) elected Union representatives to participate in UAW training and educational seminars/conferences for three (3) paid leave days in each calendar year of this Agreement subject to prior approval and Township personnel needs provided there is no cost to the Township.

ARTICLE XIV
HEALTH AND SAFETY

A. The Township shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. To that end, a Safety and Health Committee composed of three representatives each from the Union shall meet bi-monthly with the Township Safety Committee for purposes of reviewing health and safety conditions and making recommendations for their improvement.

B. If the Township is aware of a dangerous safety or health hazard not known to employees the employees involved shall be told of such hazards, the symptoms of possible exposure, necessary medical tests or treatment and what suggested precautionary steps, if any, should be taken.

C. Health & Safety Grievances will be subject to the Grievance Procedure.

ARTICLE XV
BULLETIN BOARDS

Bulletin boards will be made available by the Township at the Township's Public Works permanent work locations for the use of the Union for the purpose of posting Union announcements and other information.

ARTICLE XVI
DISCIPLINE/DISCIPLINARY ACTION PROCEDURE

The Township retains the right to take appropriate disciplinary measures against any employee, including verbal and/or written reprimands, suspension and/or dismissal for just cause. All disciplinary action will be noted in the employee's personnel record and the employee and the Union shall be notified, and upon request shall be given any/all pertinent information used in disciplinary action.

Should a supervisor believe that an employee is not conforming to the Township's policies and rules or to specific instructions, or has acted improperly, the supervisor will first privately discuss the matter with the employee to obtain the employee's view. If the supervisor determines that the employee has acted improperly, the supervisor shall take one of the following actions depending upon the gravity and the employee's past record:

1. Verbal Reprimand: Depending on the circumstances, the supervisor may verbally notify the employee and the Shop Steward that the employee's actions have been improper and warn the employee against further occurrences. The supervisor will prepare a record of the verbal reprimand including the date, time and what was discussed with the employee. This record must be forwarded to the Township's Human Resource Coordinator for the employee's official personnel file.

2. Township Manager Review: Should the supervisor consider the offense sufficiently serious to warrant consideration by the Township Manager, the employee and the Shop Steward will be so advised and a meeting arranged with the Township Manager at the earliest possible date. All facts should be detailed at this meeting and, if possible, a determination will be made at that time of disciplinary action, if any.

3. Written Reprimand: When a supervisor determines that a written reprimand is appropriate, the situation will be discussed with the Township Manager. The reprimand should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (i.e., termination) if the problem is not corrected or reoccurs. The employee shall acknowledge receipt of the warning and may include additional comments. A copy of the written reprimand with the signed acknowledgement and comments will be forwarded to the Township's Human Resource Coordinator and the Shop Steward for the employee's official personnel file.

4. Suspension: Whenever an employee is recommended for suspension, the Township Manager will make the decision and may seek the advice of the Township Attorney if appropriate. Notice shall be given to the Shop Steward. Suspended employees may request a hearing under the grievance procedure.

5. Dismissal: Whenever an employee is recommended for dismissal, the Township Manager of the Township of Medford will make the decision after seeking the advice of the Township Attorney. There must be a complete review of the employee's personnel file and all other facts to determine if there is sufficient cause for the dismissal. Notice shall be given to the Shop Steward. Terminated employees may request a hearing under the grievance procedure.

Disciplinary action shall be subject to the grievance procedure.

ARTICLE XVII **UNIFORMS**

Following adoption of the Township budget each year, each employee shall receive or be authorized to purchase up to \$200. of outerwear, boots, shoes and protective clothing, etc. from an approved vendor. The uniforms shall be worn by the employees only at work and shall be maintained by the Township, at no cost to the employee.

ARTICLE XVIII **FAMILY MEDICAL LEAVE**

Under the Family and Medical Leave Act (FMLA), all eligible employees shall be entitled to take up to 12 weeks of unpaid, job-protected leave during any 12 month period for specified family and medical reasons.

An eligible employee shall be entitled to 12 weeks of unpaid leave during a 12-month period for one or more of the following reasons:

- 1) the birth or placement of a child for adoption or foster care;

2) to care for an immediate family member (spouse, child, or parent) with a serious health condition;

3) to take medical leave when the employee is unable to work because of a serious health condition; or,

4) a serious health condition, which shall be defined as an illness of a serious and long-term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in an inpatient situation at a hospital, hospice, or residential medical care facility, or would consist of continuing care provided by a licensed health care provider.

An employee may take leave if a serious health condition makes the employee unable to perform the functions of his/her position. Employees with questions about whether specific illnesses are covered under this policy or under the Township's sick leave policy are encouraged to meet with a representative from the Township Personnel Department.

An employee shall be entitled to unpaid family leave when he/she meets the following criteria:

1) the employee has worked for at least 12 months for the Township. The twelve months need not have been consecutive. (If the employee was on the payroll for part of a week, the Township will count the entire week. The Township considers 52 weeks to be equal to twelve months);

2) the employee has to have worked for the Township for at least 1,000 hours over the 12 months before the leave would begin;

3) when both spouses are employed by the Township, they are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition; and

4) employees on Family or Medical leave shall not continue to accrue vacation, sick or personal days.

Eligible employees can use up to 12 weeks of leave during any 12 month period. The Township will use a rolling 12 month period measured backward from the date an employee uses any Family or Medical leave. Each time an employee uses leave, the Township computes the amount of leave the employee has taken under this policy, subtracts it from the 12 weeks, and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee has taken 5 weeks of leave in the past 12 months, he or she could take an additional 7 weeks under this policy.

Employees on Family or Medical leave shall be entitled to maintain group health insurance coverage on the same basis as if he/she had continued to work in the Township. If the employee informs the Township that he/she does not intend to return to work at the end of the

leave period the Township's obligation to provide health benefits ends. If the employee chooses not to return to work for reasons other than a continued serious health condition, the Township will require the employee to reimburse the Township the amount the Township contributed towards the employee's health insurance during the leave period.

If the employee contributes to a life insurance or disability plan, the Township will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the Township will request that the employee continue to make those payments, along with the health care payments. If the employee does not continue these payments, the Township will recover the payments at the end of the leave period, in a manner consistent with the law.

The use of Family or Medical leave will not be considered a break in service when vesting or eligibility to participate in benefit programs is being determined.

An employee who utilizes Family or Medical leave under this policy will be restored the same job or a job with equivalent status, pay, benefits and other employment terms. The Township may choose to exempt certain highly compensated, "key" employees from this job restoration requirement and not return them to the same or similar position at the completion of the leave. Employees who may be exempted will be informed of this status when they request leave. If the Township deems it necessary to deny job restoration for a key employee on Family or Medical leave, the Township will inform the employee of its intention and will offer the employee the opportunity to return to work immediately.

If an employee has accrued paid leave of less than 12 weeks, the employee will use paid leave first and take the remainder of the twelve weeks as unpaid leave.

If an employee uses leave because of his/her own serious medical condition or the serious health condition of an immediate family member, the employee will first use all paid vacation, personal or sick leave, and then will be eligible for unpaid leave.

An employee using leave for the birth of a child will use paid sick leave for physical recovery after childbirth. The amount of sick leave utilized after this point will be decided on a case by case basis. The employee then may use all paid vacation, personal or family leave, and then will be eligible for unpaid leave for the remainder of the 12 weeks.

An employee using leave for the care of an adopted or foster child will use all paid vacation, personal or family leave first, and then will be eligible for unpaid leave for the remainder of the 12 weeks.

In certain cases, intermittent use of the twelve weeks of Family or Medical leave or a part of a reduced work week may be allowed by the Township. Employees wishing to use leave intermittently or to utilize a reduced work week for birth or adoption purposes will need to discuss and gain approval for such use from the employee's Department Head and the Personnel Department.

Employees may also use Family or Medical leave intermittently or as part of a reduced work week whenever it is medically necessary. If the need to use leave is foreseeable and based on preplanned and prescheduled medical treatment, the employee is responsible to schedule the treatment in a manner that does not unduly disrupt the Township's operations. This provision is subject to the approval of the health care provider.

In some cases, the Township may temporarily transfer an employee using intermittent or a reduced work week to a different job with equivalent pay and benefits if another position would better accommodate the intermittent or reduced schedule.

When an employee plans to take leave under this policy, the employee must give the Township Personnel Department 30 days notice. If it is not possible to give 30 days notice, the employee must give as much notice as is possible. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the Township's operations.

While on leave, employees are requested to report periodically to the Township regarding the status of their medical condition, and their intent to return to work.

The Township may require the employee to provide notice of the need to utilize leave (where it is possible to know beforehand) and/or may require an employee to provide certification of an employee's or immediate family member's serious health condition by a qualified health care provider. The employee should try to respond to such a request within seven days of the request, or provide a reasonable explanation for the delay.

Qualified health care providers include: doctors of medicine or osteopathy, podiatrists, dentist, clinical psychologists, optometrists, and chiropractors, nurse practitioners and nurse-midwives authorized to practice under State law and performing within the scope of their practice under State law; and Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

When seeking certification of a serious medical condition, an employee should ensure that the certification contains the following:

- 1) Date when the condition began; expected duration; diagnosis; and a brief statement of treatment.

- 2) If employee is seeking medical leave for his/her own medical condition, certification should also include a statement that the employee is unable to perform the essential functions of the employee's position.

- 3) For a seriously ill family member, the certification should include a statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.

- 4) If taking intermittent leave or working a reduced schedule, certification should include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

ARTICLE XIX
HOLIDAYS

The Township shall recognize the following holidays off with pay for regular full and regular part time employees (excludes seasonal employees):

| | |
|------------------------|---|
| NEW YEAR'S DAY | - January 1 |
| MARTIN LUTHER KING DAY | - 3rd Monday in January |
| PRESIDENT'S DAY | - 3rd Monday of February |
| GOOD FRIDAY | - Friday before Easter |
| MEMORIAL DAY | - Last Monday of May |
| INDEPENDENCE DAY | - July 4 |
| LABOR DAY | - 1st Monday of September |
| COLUMBUS DAY | - October 12 |
| VETERAN'S DAY | - November 11 |
| THANKSGIVING DAY | - 4th Thursday of November |
| DAY AFTER THANKSGIVING | |
| CHRISTMAS DAY | - December 25 |
| FLOATING HOLIDAY | - Will be determined by December 31 st , if it will be a floating holiday or a specific date |

Regular part-time employees shall receive a pro rata share of compensation at their regular straight time hourly rate for each approved holiday.

When a holiday falls within a period of paid leave (i.e. vacation, sick day), the holiday shall not be counted as a leave day in computing the amount of leave debited.

Employees must work at least 4 hours the scheduled day before and after a holiday; however, the Township will accept a doctor's note for a sick day to meet the above requirement.

Employees required to work on any designated holiday shall receive the overtime rate of pay in addition to the holiday pay for any hours in excess of 40 hours.

If a holiday falls on a Sunday, the following Monday will be recognized as the holiday. If a holiday falls on a Saturday, the prior Friday will be recognized.

ARTICLE XX
SICK LEAVE

Employees shall accrue and shall be paid and entitled to sick leave as follows:

A regular full or part-time employee earns sick leave beginning the first of the month following two full months of permanent employment at the rate of one (1) day per month.

Beginning the second year of employment, sick leave will then accumulate at the rate of one and a quarter (1 1/4) days per month worked.

Sick leave so earned and not used shall accrue to the credit of each employee, up to a maximum total accumulation of 130 days. Accrued sick leave shall be canceled upon termination of employment. In the event any person having accrued sick leave ceases to be employed by the Township and is thereafter re-employed within one year of the date of termination of former employment, accrued sick leave of the employee shall be reinstated; but in the event such re-employment occurs later than one year after the termination of the first employment, the accrued sick leave of the employee shall not be reinstated, and the employee shall thereafter accrue sick leave in the same manner as if a new employee.

Sick leave entitles an employee to remain away from work with pay, where such absence is the result of actual personal illness or physical incapacity not job connected, or sickness of an immediate family member. Immediate family member shall be defined as: spouse, parent, sister, brother, child, step-parent, step-sister, step-brother, step-child. Sick leave may also be utilized to take care of a relative not enumerated above if living in one's home. Such leave may need to be evidenced by the proper medical documents when requested.

Sick leave may be utilized for wellness checkups, physicals or dental appointments. Sick days taken prior to or after a vacation or a holiday will require the production of a doctor's note.

An employee must notify his Department Head or the Township Manager within one hour of the beginning of his work day in order that his absence qualifies as a valid charge against accumulated sick leave.

Employees who are absent from work for two consecutive days without giving proper notice to the Township will be considered to have voluntarily resigned.

If an employee is absent from work due to illness for a period of three consecutive work days or for more than ten days in any one calendar year, he/she will be required to furnish a medical certificate from a physician in support of his/her absence from work.

If an employee reports for work and works any portion of his normal shift and then leaves for reason of illness, he will be charged sick time for all unworked hours on an hour for hour basis.

There is no advancement of sick time unless written request is given to the Department Head. This request must be approved in writing by the Department Head and Township Manager and then forwarded to the Township Personnel Department. If an employee is out of work unpaid, the Township will charge him/her for all Township paid benefits. If no approval is given and an employee does not report to work they shall be considered to have voluntarily resigned.

The Township Personnel Department may permit a regular full-time or regular part-time employee to receive vacation day donations from other qualified employees under this subsection if:

- (1) the employee suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:
 - (a) go on leave without pay status; or
 - (b) terminate Township employment,
- (2) the employee's absence and the use of donated vacation time are justified;
- (3) the employee has depleted or will shortly deplete his or her annual vacation leave and sick leave reserves; and
- (4) the employee has abided by all personnel rules regarding sick leave use.

Employees may donate vacation time with a maximum of 40 hours.

DISABILITY LEAVE

When an employee covered by sick/disability benefits have elective or scheduled surgery to be completed, he/she will file a written request from his/her respective doctor giving complete details. The report is to cover, but not necessarily be limited to, information pertaining to the type of inquiry, if the surgery can be scheduled at the department's convenience, time employee will be off work, time the operation will be done, where the operation will be done, expected stay in the hospital, etc.

The employee will be responsible for ensuring a written report at least every 30 days with the department head as to the condition of the injury. The report will be signed and dated by the doctor.

The employee will be responsible for starting any required disability forms prior to the operation. All forms should be as complete as possible, prior to entering the hospital for the actual operation.

Employees may have their paycheck released to their spouse, designated family member or to another person only when there is written authorization on file. This would need to be done prior to the employee entering the hospital.

ARTICLE XXI VACATION/PERSONAL DAYS

VACATION DAYS

Each employee shall accrue vacation time on the following basis:
starting the first month, following two full months of permanent employment, one is eligible for vacation time as follows:

| | |
|---|-------------------|
| Beginning the 3rd full month of employment to the completion of 4 years | 1 day per month |
| Beginning of 5th year to the completion of 9 years | 1¼ days per month |
| Beginning of 10th year to completion of 14 years | 1½ days per month |
| Beginning of 15th year to completion of 19 years | 1¾ days per month |
| Beginning of 20th year to retirement | 2 days per month |

A day of vacation equates to the number of hours an employee is expected to work in a day, less overtime. Thus, for an employee who is expected to work an eight hour day, a day of vacation is equal to eight hours; for a seven hour day employee, a day of vacation is seven hours; for a four hour day employee, a day of vacation is four hours; for an employee who works varying hours, a days vacation is pro-rated based on hours actually worked.

Vacations shall be scheduled and taken at such times as the Department Head finds most suitable and approves after considering the wishes of the employee and the requirements of the department.

Vacation must be used by December 31, of the following year. No more than two consecutive weeks of vacation can be taken without Department Head approval.

Upon resignation or retirement from Township employment an employee shall be paid cash at the normal rate of pay for his/her unused vacation leave, provided regular status has been attained. The Township shall buy back unused time at resignation for unused vacation leave.

There is no advancement of vacation time unless written request is given to the Department Head. Request must be approved in writing by the Department Head and Township Manager and then forwarded to Personnel. If an employee is out of work unpaid, the Township will charge him/her for all Township paid benefits. If no approval is given and an employee does not report to work they shall be considered to have voluntarily resigned.

If the employee retires or resigns, such employee thereupon shall be entitled to a sum of money equal to his/her former regular compensation for any earned vacation leave time which has not been used or forfeited for failure to timely claim; provided however, that in the event such employee fails to give his/her Department Head at least two weeks notice of such termination of employment or if discharged for cause, the foregoing terminal vacation pay shall be forfeited.

Regular part-time employees who separate from the Township may receive compensation at their regular rate of pay for each hour of vacation earned.

If an employee transfers from one department within the township to another, the vacation leave credits shall also be transferred. The established period of determining vacation credit will be

from the employee's date of permanent employment. Vacation credit earned by an employee cannot be transferred to another employee.

Temporary employees shall not earn vacation nor be entitled to vacation pay upon separation.

Vacation leave will not accrue while an employee is on leave of absence without pay. Accrued and unused vacation leave may be used to supplement sick leave if the employee has exhausted sick leave accruals.

Paid holidays occurring during vacation are not charged to vacation.

1. The Department Head is responsible for managing the vacation schedules in the Public Works Department and for administering the provisions of this policy.
2. The Township Manager shall approve all vacation schedules for the Department Head.
3. Vacation approvals by the Department Head and by the Township Manager shall be made only when the efficiency of Township operations will not be adversely affected.

PERSONAL DAYS

Each employee shall accrue Personal Days on the following basis:

| | |
|---|---------------|
| Beginning of 3rd month of permanent employment to 1 year | 1 days |
| Beginning of 2nd year to completion of 4 years | 2 days |
| Beginning of 5th year to completion of 9 years | 3 days |
| Beginning of 10th year to completion of 19 years | 4 days |
| Beginning of 20th year to retirement | 6 days |

Personal Days are offered to employees in order to allow them to take one or more days off for personal business provided the employee has given the Department Head a minimum of one day's advance notice for each day taken. In an emergency, advance notice may be waived by the Department Head or his designee. The Department Head shall grant the use of personal days unless such usage unduly disrupts the Public Works Department. Personal days are subject to a one year limitation for use. If such days are not utilized within one calendar year they will be lost and there will be no reimbursement for unused time. Personal days can be used only in half day or full day increments.

ARTICLE XXII WORKERS COMPENSATION

A. When an employee is injured on duty he/she shall receive Workers Compensation due him/her plus the difference between the amount he/she received as compensation for temporary

disability and his/her normal salary during the period of said disability, the difference to be paid at the discretion of the Township.

B. The employee shall reimburse the Township for any additional monies received pursuant to paragraph A from a third party action of judgment up to the amount paid to the employee, with the exception of the Township as a defendant without a waiver of the Township's compensation rights.

C. An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day.

D. Workers Compensation Doctors

When an employee who is entitled to workers compensation, is injured at work or in the course of his duties that person must see one of the doctors listed below or, in the case of an emergency, must report to the nearest emergency room.

Supervisors must ensure that the injured person has transportation to the doctor or hospital. Common sense should be used in determining whether or not to call an ambulance. When in doubt as to the severity of the illness an ambulance should be called.

The following are the Township's workers compensation doctors. If there are any changes in these doctors, supervisors will be notified by the Township Personnel Department.

South Jersey Occupational Medicine
3115 Route 38 & Ark Road
Moorestown, NJ 08057
856-231-9666

or

South Jersey Occupational Medicine
979 N. Black Horse Pike
Williamstown, NJ 08094
856-629-5151

If a person eligible for workers compensation benefits is injured and reports to a hospital, after discharge that employee must report to one of the above doctors prior to receiving any subsequent treatment (this includes chiropractors, specialists, tests, MRI's, etc.)

E. Reporting Requirements

As soon as possible after an accident, but no more than two days later, the injured employee and his supervisor must fill out an accident investigation form and submit this form to the Township Personnel Department.

Even if no medical attention is required, any employee injured who is eligible for workers compensation benefits should fill out an accident investigation form. This is especially true for injuries that may not reveal themselves for hours or days (i.e. back injuries, twisted ankle, etc.)

F. All medical bills should be forwarded to the Township Personnel Department, so that they can be submitted to the Township's workers compensation carrier.

from the employee's date of permanent employment. Vacation credit earned by an employee cannot be transferred to another employee.

Temporary employees shall not earn vacation nor be entitled to vacation pay upon separation.

Vacation leave will not accrue while an employee is on leave of absence without pay. Accrued and unused vacation leave may be used to supplement sick leave if the employee has exhausted sick leave accruals.

Paid holidays occurring during vacation are not charged to vacation.

1. The Department Head is responsible for managing the vacation schedules in the Public Works Department and for administering the provisions of this policy.
2. The Township Manager shall approve all vacation schedules for the Department Head.
3. Vacation approvals by the Department Head and by the Township Manager shall be made only when the efficiency of Township operations will not be adversely affected.

PERSONAL DAYS

Each employee shall accrue Personal Days on the following basis:

| | |
|--|---------------|
| Beginning of 3rd month of permanent employment to 1 year | 1 days |
| Beginning of 2nd year to completion of 4 years | 2 days |
| Beginning of 5th year to completion of 9 years | 3 days |
| Beginning of 10th year to completion of 19 years | 4 days |
| Beginning of 20th year to retirement | 6 days |

Personal Days are offered to employees in order to allow them to take one or more days off for personal business provided the employee has given the Department Head a minimum of one day's advance notice for each day taken. In an emergency, advance notice may be waived by the Department Head or his designee. Personal days are subject to a one year limitation for use. If such days are not utilized within one calendar year they will be lost and there will be no reimbursement for unused time. Personal days can be used only in half day or full day increments.

ARTICLE XXII WORKERS COMPENSATION

A. When an employee is injured on duty he/she shall receive Workers Compensation due him/her plus the difference between the amount he/she received as compensation for temporary

disability and his/her normal salary during the period of said disability, the difference to be paid at the discretion of the Township.

B. The employee shall reimburse the Township for any additional monies received pursuant to paragraph A from a third party action of judgment up to the amount paid to the employee, with the exception of the Township as a defendant without a waiver of the Township's compensation rights.

C. An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day.

D. Workers Compensation Doctors

When an employee who is entitled to workers compensation, is injured at work or in the course of his duties that person must see one of the doctors listed below or, in the case of an emergency, must report to the nearest emergency room.

Supervisors must ensure that the injured person has transportation to the doctor or hospital. Common sense should be used in determining whether or not to call an ambulance. When in doubt as to the severity of the illness an ambulance should be called.

The following are the Township's workers compensation doctors. If there are any changes in these doctors, supervisors will be notified by the Township Personnel Department.

| | | |
|--|----|---|
| South Jersey Occupational Medicine 3115 Route 38 & Ark Road Moorestown, NJ 08057 856-231-9666 | or | South Jersey Occupational Medicine 979 N. Black Horse Pike Williamstown, NJ 08094 856-629-5151 |
|--|----|---|

If a person eligible for workers compensation benefits is injured and reports to a hospital, after discharge that employee must report to one of the above doctors prior to receiving any subsequent treatment (this includes chiropractors, specialists, tests, MRI's, etc.)

E. Reporting Requirements

As soon as possible after an accident, but no more than two days later, the injured employee and his supervisor must fill out an accident investigation form and submit this form to the Township Personnel Department.

Even if no medical attention is required, any employee injured who is eligible for workers compensation benefits should fill out an accident investigation form. This is especially true for injuries that may not reveal themselves for hours or days (i.e. back injuries, twisted ankle, etc.)

F. All medical bills should be forwarded to the Township Personnel Department, so that they can be submitted to the Township's workers compensation carrier.

G. Medication

Medication for workers compensation injuries can be obtained from any drug store. Employees must purchase this medication and then submit their receipts to the Township Personnel Department to be reimbursed for such costs.

Certain drug stores have agreed to bill the Township's workers compensation carrier directly. At these locations, employees can obtain medication for workers compensation injuries without having to pay. If however, an employees workers compensation claim is denied, that employee will have to pay the drug store for any medication so obtained. A complete list of drug stores that provide this billing procedure can be obtained from the Township Personnel Department.

H. Complaints

If an employee is dissatisfied with the Township's Workers Compensation doctors that complaint should be directed to the Township Personnel Department. Workers compensation doctors are selected for their knowledge, experience, skill, quality of care and accessibility. If it is found that a Township doctor lacks in any of these categories, that doctor will be removed from the list.

ARTICLE XXIII
HEALTH, WELFARE AND FRINGE BENEFITS

A. Hospital, medical, prescription, dental and life insurance benefits provided to employees and their families shall be the same as those provided by the Township as part of the Township's Group Plan. Employees will be eligible for hospital and medical benefits beginning the first day after completion of 60 days of service. Employees will be eligible for dental and life benefits beginning the first day of the month after completion of 60 days of service.

B. The Township reserves the right to change health care providers so long as the level of coverage is equal to or better than the levels of coverage currently being provided. If the Township makes any change in benefits or health care providers it will notify the Union within 30 days so the Union and Township may negotiate with respect to the impact of the proposed change.

C. Any employee breaking or losing eye glasses while in the line of duty shall be reimbursed \$100.00 per occurrence.

D. For any employee who is a defendant in any action or legal proceeding arising out of or incidental to the performance of assigned duties, the governing body shall provide said employee with the protection as outlined under N.J.S.A. 40A:14-28.

E. The Township of Medford shall continue to provide \$40,000.00 of life insurance, \$40,000.00 of accidental death and dismemberment insurance and group long term disability insurance for its employees.

F. The Township agrees to hold in full force and effect medical coverage provided by the New Jersey State Health Benefits Plan and not remove itself from participation in this plan or rescind Township Resolution 4-75-1 and 4-75-2 during the term of the Agreement, except that the Township, at its election, shall have the right to remove itself from participation and rescind

Township Resolution 4-75-1 and 4-75-2 in the event that it provides substantial equivalent coverage to all employees as presently covered by the adoption of said Township Resolution 4-75-1 and 4-75-2.

G. Employees will be able to waive health coverage and receive a payment of 40% the amount saved by the Township because of the waiver of benefits. This will be prorated depending on when the employee drops the coverage. This payment will be made in December of each year or pro rata upon termination of employment. An employee can immediately resume the coverage if he/she is no longer are covered as a dependent, or an employee can re-join during any "Open Enrollment" period.

ARTICLE XXIV **GENERAL PROVISIONS**

A. All employees shall be supplied with a copy of their job description.

B. Employees shall not be required to perform work outside of their normal duties on a regular basis.

C. The Township shall keep an accurate, up to date, record of unused vacation time and sick time for all employees and to provide it quarterly to each employee.

D. The Township agrees to provide a locker for each employee.

E. It is agreed that a representative of the Township and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party and a precise agenda will then be established.

ARTICLE XXV **SEPARABILITY AND SAVINGS**

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the law or by court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. In the event any clause or clauses are determined to be in violation of any law, the parties agree to commence negotiations within ten (10) working days of such determination relative to the invalidated portion only.

ARTICLE XXVI **PROBATIONARY PERIOD**

All new employees hired after the effective date of this Agreement will be on a probationary period for their first ninety (90) days of employment; after this period the employee

becomes covered by this Agreement, and seniority is determined and computed from the initial date of hiring.

ARTICLE XXVII
FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been subject of negotiations.

B. While neither party shall be required to negotiate or reopen any matter that is or could have been included herein during the term of this Agreement, the parties may, by mutual consent and mutual agreement set forth in writing, amend, delete, change, or add to the terms of this Agreement. Any mutual agreements shall have no effect unless it is ratified by both parties in the same manner by which this Agreement has been ratified.

ARTICLE XXVIII
PRINTING OF AGREEMENT

The Township shall reproduce one copy of the Agreement which shall be given to the Union no more than thirty (30) days after the signing of the Agreement.

ARTICLE XXIX
SUCCESSOR CLAUSE

This Agreement is operative and binding on any assignee or successor of the Union and Township.

ARTICLE XXX
CONTRACT PERIOD

A. This Agreement is effective January 1, 2005 and shall remain in full force and effect until December 31, 2008.

B. If either party gives notice as aforesaid, both parties will start negotiations no later than forty five (45) days after either party gives notice but no sooner than September 1st in the year in which the contract expires.

LETTER AGREEMENT

The parties agree that the Township Vehicle Accident Policy shall be subject to the grievance and arbitration procedures. The Township shall continue to provide three (3) estimates regarding each accident involving a Township employee covered by this Agreement and the Union.

SCHEDULE A
HOURLY WAGE RATES

| <u>Position</u> | <u>Minimum</u> <u>Salary</u> | <u>Minimum</u> <u>Salary</u> | <u>Minimum</u> <u>Salary</u> | <u>Minimum</u> <u>Salary</u> |
|--------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| | 2005 | 2006 | 2007 | 2008 |
| Driver Operator | \$11.11 | 11.69 | \$12.54 | \$14.50 |
| Mechanic Helper | \$12.00 | \$12.61 | \$13.48 | \$14.00 |
| Mechanic | \$16.25 | \$17.00 | \$18.01 | \$18.50 |
| Heavy Equipment Operator | \$18.50 | \$19.31 | \$20.39 | \$21.00 |
| Helper | \$10.30 | \$10.86 | \$11.69 | \$12.50 |

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