

Collective Bargaining Agreement
Between
TOWNSHIP OF LITTLE EGG HARBOR
&
GOVERNMENT WORKERS UNION
Public Safety
Telecommunications Operators

(January 1, 2016 - December 31, 2019)

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PREAMBLE

THIS AGREEMENT entered into by and between the Township of Little Egg Harbor, hereinafter referred to as "Township" or "Employer", and Government Workers Union, hereinafter referred to as "Union", "Employees", or "GWU", has as its purpose the establishment of a fair and efficient procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this agreement shall be January 1, 2016, except where certain provisions are specifically-identified and indicated to take effect on a different date. This agreement shall expire December 31, 2019. This agreement shall remain in full force and effect until such time as a new Agreement is endorsed by the parties.

ARTICLE 1
RECOGNITION

A. Employer hereby recognizes the Government Workers Union, as the sole and exclusive representative of all permanently appointed full-time Employees identified and holding the title of Public Safety Telecommunications Operator, and such additional titles as the parties may later agree to include.

B. The above title includes the following designations in the same titles series: "Trainee", "Senior", "Supervising Safety Telecommunications Operator", "Chief of Telecommunications Operator", Assistant TAC Officer, TAC Officer.

C.¹ The following Employees, except as otherwise set forth above, are specifically excepted from eligibility for representation by "GWU" and are not covered in this agreement: all managerial, executive, confidential, and supervisory Employees within the meaning of the New Jersey Public Employer-Employee Relations Act; all craft Employees; all professional Employees; all law enforcement officers of the Little Egg Harbor Township Police Department; casual Employees; temporary Employees; and all other Employees.

Provisionally appointed Employees who do not have underlying permanent status shall be specifically ineligible for representation by "GWU" and coverage by this

¹ It is the intention of the parties that the bar to union representation and collective bargaining agreement coverage pertaining to provisional Employees shall not include full-time Employees who already have permanent status in the career service with Employer. For example, an Employee who is regularly appointed to a title and subsequently is provisionally promoted pending promotional procedures would still be entitled to union representation and collective bargaining agreement coverage. However, a newly hired Employee who is hired provisionally within the competitive division of the career service would not be entitled to union representation or collective bargaining agreement coverage until the future date of regular appointment or expiration of the twelve month ineligibility period contained in this Article in Paragraph C.

collective bargaining agreement for a period of twelve months measured from the date the Employee is provisionally appointed. If a provisional Employee is not regularly appointed prior to expiration of the ineligibility period and remains employed by Employer, the provisional Employee shall be eligible for union representation effective on the first day after the ineligibility period expires. The provisional Employee shall also be eligible for collective bargaining coverage at that time except that the following sections of this collective bargaining agreement are not applicable to provisional Employees:

<u>Items that do not apply:</u>	<u>Article</u>	<u>Section</u>
Seniority	XI	1,2,3
Leaves of Absence	XII	B 1,3
Employee Rights	XVI	G

D. Union acknowledges that the Township is regulated by the State of New Jersey, Department of Personnel (DOP) and, consequently, Employees will be subject to applicable rules and regulations of DOP.

E. For purposes of this Agreement, a "full-time" Employee is defined to mean an Employee who regularly works 25 or more paid hours per week, who is represented by Union, and who is entitled to all or a portion of the benefits contained in this collective bargaining agreement.

F. A "part-time" Employee is defined to mean an Employee who regularly works less than 25 paid hours per week, is not entitled to representation by Union, and is not entitled to the benefits contained in this collective bargaining agreement.

ARTICLE II

AGENCY SHOP

- A. The Township agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the Union and transmit the fee to the majority representative.
- B. The deduction shall commence for each Employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notices of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues available only to Members of the Union, but in no event shall the fee exceed eighty-five (85%) per cent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the Employees it represents

advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township to take any other action other than to hold the fee in escrow pending resolution of the appeal.

F. The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE III

CONTRACTUAL NEGOTIATIONS & TIME TO PROCESS GRIEVANCES

A. When negotiations are scheduled during normal working hours the local representative (e.g., chairperson, president or shop steward) or "GWU", or his or her designees shall be granted time off with no loss in regular pay when such time is necessary to negotiate with the Employer's representatives. Under no circumstances shall negotiation activities result in the earning of cash or compensatory overtime.

B. The local representative (e.g., chairperson, president or shop steward) of "GWU", or his or her designee, shall be granted time off with no loss in regular pay during normal work hours when such time is necessary to process a grievance filed by a covered Employee or the Union on behalf of a covered Employee. All such leave time shall be approved in advance by the Township Administrator and/or Chief of Police. Under no circumstances shall grievance activities result in the earning of cash or compensatory overtime.

ARTICLE IV

HEALTH & WELFARE

1. **COVERAGE** - Employer will provide medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as set forth in this Article to full-time Employees, the covered Employee's spouse (civil union partner) and the covered Employee's eligible dependents subject to the following provisions:

- A. Employees covered by this Agreement shall contribute, through the withholding from their pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided coverage pursuant to N.J.S.40A:10-16 et seq., unless the provisions of subsection c. of Section 42 of Chapter 78 P.L. 2011 applies, in an amount that shall be determined in accordance with section 39 of Chapter 78 P.L. 2011.
- B. No current or future Employee covered by this Agreement shall be permitted to enrol in the "traditional" health care plan.

2. **RETIREMENT**: Employer agrees to pay the premiums (absent mandatory contributions) related to providing medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage for an Employee, Employee's spouse and Employee's eligible dependants provided the Employee has retired after 25 years or more of service credit in a State or locally administered retirement system and a minimum period of service of 20 years with Employer at the time of retirements; or has reached the age of 62 and retires with a minimum period of 15 years with

Employer; or has retired on a disability pension, such retirement benefits to be provided in accordance with the provisions set forth below:

- A. In accordance with the provisions of Chapter 78 P.L. 2011, except as provided for in paragraph 2B herein below, all employees covered by this Agreement shall contribute, through the withholding of the contribution from their monthly retirement allowance, toward the cost of health care benefits coverage for the employee in retirement and any dependent provided pursuant to N.J.S.40A:10-16 et seq., unless the provisions of subsection c. of this Chapter 78 P.L. 2011 Section 42 apply, in an amount that shall be determined in accordance with Section 39 of Chapter 78 P.L. 2011 by using the percentage applicable to the range within which the annual retirement allowance, and any future cost of living adjustments thereto, falls. The retirement allowance and any future cost of living adjustments thereto, will be used to identify the percentage of the cost of coverage.
- B. As provided by the provisions of Chapter 78 P.L. 2011 Section 42 for employees who retired between January 1, 2001 and June 28th, 2011 as well as any active employees covered by this agreement who have 20 years or more of creditable service in one or more State locally-administered retirement systems as of June 28th, 2011, the effective date of Chapter 78, P.L. 2011, the Employer agrees to pay all of the premiums related to providing medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage for the

Employee, Employee's spouse and Employee's eligible dependents provided that the Employee has retired after 25 years or more of service credit in a State or locally administered retirement system with a minimum period of service of 20 years with the Employer at the time of retirement; or who has reached the age of 62 years and retires with a minimum period of service of 15 years with Employer on June 28th, 2011; or who has retired on a disability pension.

- C. The benefit set forth in paragraph 2. (and all subsections) shall not apply to former employees who retired on or before January 1, 2001.
- D. This benefit shall terminate when the retired Employee or the spouse, in the case of spousal coverage, becomes eligible for Medicare.
- E. A retired Employee's entitlement to all or any part of the health insurance coverage provided to non-retired Employees shall be limited to the coverage, including, but not limited to, the deductibles, co-payments, and out-of-pocket limits, contained in the health care insurance plans of the same type provided to Employees who have not retired.
- F. Union agrees that the provisions pertaining to retiree health insurance benefits contained herein shall be renegotiated in the event the EEOC and/or a court of competent jurisdiction determines that the pertinent contract language violates the ADEA or other federal or state law. Union waives any and all claims against Employer, known or unknown, under the ADEA and/or other applicable federal or state law in regard to the "Medicare bridge" retiree health insurance benefits provided for in this

agreement.

3. **CHANGE IN INSURANCE PLANS** - Employer reserves the right to change health insurance carriers, health care insurance plans or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the Employer provided, however, that there is no reduction in the level of benefits that are in effect and Employer provides Union forty-five (45) days' notice in advance of such change(s). At the time of notice Employer shall provide Union with the plan documents of both the in-force insurance and the proposed plan. Thereafter, in the case of any new health care insurance plan said plan shall provide equivalent or better coverage than the predecessor plan.

4. **PLAN SUMMARY** - A plan summary chart listing the deductibles and other key features are available upon request from the Township Administrator. Upon request, the Township Administrator will provide to the Union a copy of the master contract with the health care insurance carrier.

5. **COST CONTAINMENT**: Union and Employer recognize the rising costs related to health care in general and to health care insurance in particular. In order to help contain these rising costs and ensure the Employer's ability to continue providing Employees health care insurance, Employees agree to the following cost containment measures:

- A. Any Employee who retires after January 1, 2001, shall be ineligible for the health care coverage provided for in this Article in the event

that the retired Employee or retired Employee's spouse is employed by or retired from the State of New Jersey, Township of Little Egg Harbor (as to retired Employee's spouse), Little Egg Harbor Township Municipal Utilities Authority, Little Egg Harbor School District, Pinelands Regional School District or any other employer and is entitled to health care insurance comparable to the health care insurance offered by Employer (Township). In any circumstance where the other health care insurance does not include one or more of the types of coverage offered by Employer (i.e., medical and hospitalization, prescription drug, dental, or vision), the retired Employee shall be entitled to enrol in Employer's plan for that type of coverage. For example, if a spouse's coverage includes medical and hospitalization and prescription drug coverage, but not dental and vision coverage, the retired Employee will be entitled to enrol in Employer's dental and vision plans. In the event Employee's spouse becomes ineligible for health care insurance provided by his or her employer or through his or her retirement, Employee shall be eligible to re-enrol in Employer's plans as provided for in this Article.

- B. It is understood and agreed by the parties that the continual rising costs of healthcare insurance are of great importance and concern, and that efforts must be undertaken by the Township and the GWU to ensure that such costs are contained. To accomplish and facilitate the above stated goal of

containing and reducing health care costs, it is expressly agreed between the parties that should there be an agreement between the Township and all collective bargaining units and all other participants in the plan for establishment and utilization of costs savings plan on the costs of any health care premium, the parties shall agree to reopen the collective bargaining agreement on Health Insurance without opening any other portion of the collective bargaining agreement.

6. Employees required to operate video display terminal equipment on regular basis shall be entitled to an annual eye examination at the expense of Employer. The Employer's responsibility for such expenses shall be limited to the portion of the cost of the eye examination that is not paid for or reimbursed by the Employee's insurance.

ARTICLE V

VACATION

A. Employees shall be entitled to the following annual vacation leave, with pay:

Eligibility:

1. New permanent, full-time Employees shall receive one (1) working day (i.e., 8 hours) for the initial month of employment if he or she begins work on the 1st through 23rd day of the month.
2. After the initial month of employment and up to the end of the first calendar year (i.e., December 31st), Employees shall receive one working day after each month of service. Thereafter, Employees shall receive annual paid vacation leave as follows:

Eligibility	Leave
From the beginning of the first full calendar year of employment to the end of the third full calendar year of employment	12 days
From the beginning of the fourth full calendar year of employment to the end of the sixth full calendar year of employment	15 days
From the beginning of the seventh full calendar year of employment to the end of the tenth full calendar year of employment	20 days
From the beginning of the eleventh full calendar year of employment to the end of the fourteenth full calendar year of employment	25 days
From the beginning of the fifteenth full calendar year of employment and thereafter	30 days

3. Covered Employees shall be credited their annual paid vacation at the beginning of each calendar year, in anticipation of continued service, commencing on January 1st of their first full calendar year of employment.
- B. Vacation requests of five (5) or more consecutive workdays require fifteen (15) calendar days of notice. The Chief of Police or immediate supervisor may waive these notice requirements under appropriate circumstances. However, vacation leave shall be scheduled based upon the needs of the particular department or office together with seniority when there is a conflict in vacation leave requests. When in any calendar year the vacation leave or any part thereof is not granted because of business necessity such vacation leave, or parts thereof, not granted shall accumulate and shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave.
- C. An Employee may request to receive his or her pay check for the date of the vacation leave on the pay date that immediately precedes the scheduled vacation.
- D. Should an Employee be laid off, retire, or otherwise separate in good standing from employment with the Township, he or she shall be compensated for unused earned vacation leave time. Upon the death of a covered Employee, unused earned vacation leave shall be paid to the estate of the deceased Employee.
- E. Vacation leave is considered earned on a monthly basis even though the leave time may be credited on January 1st each year.

- F. An Employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year except when an Employee is the recipient of vacation leave through the Donated Leave Program.
- G. Vacation leave time shall not accrue and is not included in calculating years of continuous service during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a military leave, approved leave under the Family & Medical Leave Act, furlough extension leave, or voluntary furlough).
- H. Vacation 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 paid leave, including terminal leave.
- I. A covered Employee shall no longer be allowed to sell back sick, vacation, or any time annually. The lifetime/career caps on sell back shall remain status quo.
- J. Should an Employee be separated from employment with the Township for any reason without having earned any used vacation leave, he or she shall have the unearned portion deducted from his or her final pay check on a pro-rated monthly basis.
- K. Public Safety Telecommunications Operators shall receive final notification of approval or disapproval of vacation requests within seven (7) business days of submission.
- L. Vacation leave cannot be used in increments of less than two (2) hours without prior approval of the employee's supervisor.

ARTICLE VI

HOLIDAYS

A. The following days are designated as paid holidays for permanent, full-time Employees:

<u>Holiday</u>	
New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
Lincoln's Birthday **	February 12 th
Washington's Birthday	February 22 nd
Good Friday	Actual Day
Easter Sunday	Actual Day
Memorial Day	4 th Monday in May
Independence Day (July 4)	Actual Day
Labor Day	1 st Monday in September
Columbus Day	October 12 th
Election Day	Tuesday after 1 st Monday in November
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day after Thanksgiving**	
Christmas Day	December 25 th

*** Effective January 1, 2017, Lincoln's Birthday and the Friday after Thanksgiving will no longer be holidays for members of the bargaining unit.*

B. Public Safety Telecommunications Operators shall receive holiday pay for working on the actual dates.

C. Employees shall not be entitled to holiday leave after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other paid leave, including terminal leave.

D. Should a full-time Public Safety Telecommunications Operator work on a calendar day designed as a paid holiday in this Article, s/he will receive one and one-

half (1-1/2) times his/her base pay (in the form of cash compensation or compensatory time up to the 240 hour limit provided for in the Agreement at the discretion of the Employee) in addition to the paid holiday. If a full-time Public Safety Telecommunications Operator does not work on a calendar day designated as a paid holiday in this Article, s/he will be compensated at straight time for the paid holiday.

E. Public Safety Telecommunications Operators shall rotate being scheduled off each year on Thanksgiving and Christmas Day subject to the needs of the Police Department as determined by the Chief of Police.

Paragraph F was removed as Primary Election Day was removed as holiday last contract. This note will not show up in the final contract version.

ARTICLE VII

SICK LEAVE

- A. Sick leave shall be defined as the absence of an Employee from duty because of non-occupational related illness, accident, injury, disability or exposure related to a contagious disease, or an absence, for a reasonable period of time, due to the serious illness of a member of the Employee's immediate family.
- B. Employees shall be entitled to the following annual paid sick leave benefits:
1. New permanent, full-time Employees shall only receive one working day (i.e., 8 hours) for the initial month of employment if he or she begins work on the 1st through the 23rd day of the month.
 2. After the initial month of employment and up to the end of the first calendar year (i.e., December 31st), full-time Employees shall receive one working day after each month of service. Thereafter, at the beginning of each calendar year (i.e., January to December) in anticipation of continued employment, Employees shall receive 16 working days.
- C. A covered Employee who does not utilize his or her annual sick leave, or any part thereof, may accumulate such unused sick leave time from year to year.
- D. An Employee who exhausts all paid sick leave time in any one year shall not be credited with additional paid sick leave time until the beginning of the next calendar year

except when an Employee is the recipient of sick leave through the Donated Leave Program.

E. Paid sick leave time shall not accrue during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a military leave, furlough extension leave, voluntary furlough, or approved leave under the Family & Medical Leave Act or Family Leave Act).

F. Sick leave credits shall not accrue after an Employee has resigned or retired although his or her name is being retained until exhaustion of terminal leave.

G. Should an Employee be separated for any reason from employment with the Township without having earned any used sick leave, he or she shall have the unearned portion deducted from his or her final pay check on a pro-rated monthly basis.

H. If an Employee is absent for reasons that entitle him or her to sick leave, the Employee's immediate supervisor shall be notified promptly, not later than his or her usual reporting time. In cases of emergency, the Employee shall notify his or her immediate supervisor as soon as reasonably practicable and shall submit a time-off request form on the day he or she returns to work.

1. Failure to so notify the supervisor may be the cause of denial of the use of sick leave for the absence and may constitute cause for disciplinary action.

2. Absence without notice and/or approval for five (5) consecutive days shall constitute a resignation not in good standing.

I. In the event of an absence for five (5) consecutive work days, the Township Administrator or Chief of Police may require proof of illness, accident, disability, injury, or disease, the Township reserves the right to direct Employee to submit to examination by a Township designated physician's office which is located no more than thirty (30) miles from the Employee's home except in cases where the Employee is required to be examined by a specialist.

J. Any Employee using paid sick leave time, except when such use is related to immediate family serious illness, shall be confined to his or her designated domicile during the Employee's scheduled shift, excepting periods of hospitalization and examinations or attendance at a doctor's office, medical facility, or drug store for the purposes of obtaining medications. The Employee shall not engage in any other work or employment during the sick leave period.

K. Should an Employee be absent in an unauthorized manner, Employee may be subject to disciplinary action. Examples of "unauthorized absence" include feigning illness or injury, deceiving a physician as to medical condition and violating any provisions concerning the reporting of sickness or illness.

L. A covered Employee shall no longer be allowed to sell back sick, vacation, or any time annually. The lifetime/career caps on sell back shall remain status quo.

M. An Employee may convert up to ten (10) sick days annually into not more than ten (10) vacation days in accordance with the following conditions:

1. The request may be approved or disapproved at the discretion of the Chief of Police.
2. The Employee shall utilize the sick days that have been converted into vacation days and shall not carry the converted vacation leave time into the next calendar year, nor shall Employee be compensated for said unused converted time.
3. Requests to use approved converted vacation time shall be made in the same manner as regular vacation leave time.
4. Approval for the conversion shall not be granted unless the Employee's sick leave bank contains at least thirty (30) days (240 hours) after deducting the number of days proposed for conversion.
5. The conversion shall not be granted unless Employee first uses all of his or her regular vacation leave time.

N. **Supplemental Compensation Upon Separation**

1. Employees hired prior to January 1, 1998, shall be entitled to supplemental compensation upon separation for earned, unused sick leave time in accordance with the following provisions:

- (a) In order to be eligible for supplemental compensation an Employee shall have been regularly employed by Employer for not less than ten (10) years.
- (b) Employees who are removed for cause as the result of criminal conviction or as the result of an agreement with a county, state or federal prosecuting agency to resign or retire in lieu of criminal prosecution arising out of work related matters shall not be eligible for supplemental compensation.
- (c) In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to receive the supplemental compensation payment as if the Employees had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.
- (d) The supplemental compensation shall be computed at the rate of 75% Employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of separation. The rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation.
- (e) In lieu of the supplemental compensation provided for above an Employee may elect to convert all of his or her earned, separation from Employer. Employee shall provide notice of this election to

Employer at least sixty (60) calendar days prior to the date of separation, but in no case shall such notice be less than the number of terminal leave days plus sixty (60) calendar days.

- (f) Overtime pay and other supplemental pay shall be excluded from the computation.
- (g) Payment of supplemental compensation upon separation shall in no way affect any pension or retirement benefits for which a retired Employee is eligible.

2. Employees hired on or after January 1, 1998, shall be entitled to supplemental compensation upon separation for earned, unused sick leave time in accordance with the following provisions:

- (a) In order to be eligible for supplemental compensation an Employee shall have been regularly employed by Employer for not less than ten (10) years.
- (b) Employees who are removed for cause as the result of criminal conviction or as the result of an agreement with a county, state or federal prosecuting agency to resign or retire in lieu of criminal prosecution arising out of work related matters shall not be eligible for supplemental compensation.
- (c) In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to

receive the supplemental compensation payment as if the Employees had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.

- (d) The supplemental compensation shall be computed at the rate of 50% the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of separation up to a maximum of \$18,000.00. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation. The supplemental compensation shall not exceed \$18,000.00.
- (e) Employees hired on or after January 1, 1998, shall not be entitled to terminal leave.
- (f) Overtime pay and other supplemental pay shall be excluded from the compensation.
- (g) Payment of supplemental compensation upon separation shall in no way affect any pension or retirement benefits for which a retired Employee is eligible.

- 3. To be eligible for the payment at retirement for unused sick leave as set forth in paragraph N. of this Article (Article VII), an employee will submit a non-revocable letter notice of intention to retire within sixty (60) days prior to the retirement date. In lieu of submission of the notice of intention to retire from the employee, the notice received by the Township from the New Jersey Division of Pensions indicating the employee's anticipated

retirement date shall suffice. In order to be eligible for the payment of unused sick leave at retirement, the initial date provided by the Division of Pension cannot be altered. If an employee fails to provide the required notice or changes the retirement date submitted to the Division of Pensions, the employee shall not be eligible for payment of unused sick leave at retirement.

- O. Sick leave cannot be used in increments of less than two (2) hours without prior approval of the employee's supervisor.

ARTICLE VIII

WAGES

A. Public Safety Telecommunication Operators trained and acting on personnel orders as a TAC Officer or Assistant TAC Officer will receive five hundred dollars (\$500) stipend for the pro-rated period annually. The stipend shall be paid by the first pay period in December, effective in the year 2008.

B. **INCREASES** -

1. Effective January 1, 2016, the base salaries of the union shall be increased by 2.0%.
2. Effective January 1, 2017, the base salaries of the union shall be increased by 2%.
3. Effective January 1, 2018, the base salaries of the union shall be increased by 2%.
4. Effective January 1, 2019, the base salaries of the union shall be increased by 2%.

C. **DIRECT DEPOSIT** - Direct deposit shall be mandatory for all employees within the bargaining unit.

D. **LONGEVITY** - Longevity was eliminated in accordance with the agreement reached on June 13, 2011. Employees who were eligible for and receive longevity at

that time had said longevity rolled into the Employee's base salary. Longevity steps were eliminated in 2011, and there is no longevity paid.

E. **WAGE SCHEDULE** - The following pay scale shall apply to all persons who hold the title of Public Safety Telecommunications Operators:

<u>Step</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
1	15.40	15.71	16.02	16.34
2	18.00	18.36	18.73	19.10
3	18.64	19.01	19.39	19.78
4	19.29	19.68	20.07	20.47
5	19.92	20.32	20.73	21.14
6	20.57	20.98	21.40	21.83
7	21.21	21.63	22.06	22.50
8	21.86	22.30	22.75	23.21
9	22.50	22.95	23.41	23.88
10	23.14	23.60	24.07	24.55
11	24.24	24.72	25.21	25.71
12	25.34	25.85	26.37	26.90
13	26.44	26.97	27.51	28.06
14	27.54	28.09	28.65	29.22
15	28.93	29.51	30.10	30.70
16	29.95	30.55	31.16	31.78
17	30.97	31.59	32.22	32.86
18	31.48	32.11	32.75	33.41
19	31.99	32.63	33.28	33.95
20	33.00	33.66	34.33	35.02

F. The shift differential shall be added to the base salary. Differentials shall be adjusted quarterly depending on the next quarter's scheduled mix of shifts (5 shifts divided by 5). The amount to be paid to all Employees is as follows:

1500-2300 Shift	1.5% of base pay
2300-0700 Shift	2.5% of base pay
1800-0200 Shift	1.75% of base pay

G. For any municipality which the Township enters into a formal agreement to provide 911 services, members of the bargaining unit shall be paid an additional \$0.50 per hour during the term of any formal agreement. This shall not apply to services provided to Tuckerton, as same is included within the Salaries set forth in Attachment A; no additional compensation shall be provided to members for services provided to Tuckerton.

ARTICLE IX

WORK WEEK AND WORK SCHEDULES

A. COVERED FULL-TIME EMPLOYEES

1. A regular work week consists of twenty-five (25) or more paid hours over five days for full-time Employees except for an Employee in continuous operations as set forth hereafter.
2. The regular workday commences and terminates as follows:

<u>Commence</u>	<u>Terminate</u>	<u>Department/Office</u>
7:00 AM	3:00 PM	Police Department
3:00 PM	11:00 PM	Police Department
11:00 PM	7:00 AM	Police Department
10:00 AM	6:00 PM	Police Department
8:00 AM	6:00 PM	Police Department (4day schedule)

Shifts for covered position in the Police Department may be revised, in accordance with management rights, without a contract opener, provided Employer provides Union thirty (30) days of notice.

3. An Employee shall be entitled to one (1) paid fifteen minute rest period subject to subparagraph 5 below.
4. Employees shall be entitled to one (1) paid hour for a meal period, subject to subparagraph 5 below, for each eight (8) hour shift (ten (10) hours in the case of the 8:00 am to 6:00 pm shift). Public Safety Telecommunications Operators shall take their meal breaks in the Municipal Complex unless the Employee agrees to wear and respond to an Employer provided paging device in order to respond to an emergency call.

5. The paid meal break provided for above is conditioned upon an Employee actually working four (4) hours during the shift (i.e. excluding paid leave time). The actual work period shall be five (5) hours for purposes of the 8:00 am to 6 pm shift. There shall be two fifteen (15) minute breaks allowed at any time during the day, subject to the office supervisor's approval.
6. Public safety Telecommunications Operators who work the 8:00 am to 6:00 pm, four day work week schedule, agree that time off requested during the shift shall be deducted from available leave time in ten (10) hour increments or parts thereof. However, holidays shall be based on eight (8) hour units.
7. After twelve (12) hours of continuous work, a Public Safety Telecommunications Operator shall receive fifteen (\$15.00) dollars as a meal allowance.
8. Each Public Safety Telecommunications Operator who is required to work a four (4) hour overtime period, shall be entitled to a twenty (20) minute break and a fifteen (15) minute break during the overtime period, which may be combined at the discretion of the Employee, subject to manpower needs.

B. **OUT-OF-TITLE WORK** - Any Employee who, at the discretion of the Chief of Police, performs duties outside his or her title and in a higher classification for more than eight (8) consecutive hours, shall be paid the higher base rate of pay for

performing said duties. In such cases, the Employee shall be compensated for all such time from the commencement of performing the duties of the higher classification. Any Employee whose title specifically provides for assuming or performing the duties of an Employee in the higher classification shall not receive any adjustment to his or her regular rate of pay.

C. If the Township announces township offices shall be closed due to an emergency or weather issue, members of this bargaining unit shall receive equal time off.

ARTICLE X

CALL-IN TIME AND OVERTIME

- A. A full-time Employee who is called in to work on a day designated as a paid holiday shall be paid two (2) times Employee's base pay.
- B. If a full-time Employee is recalled to duty, s/he shall receive a minimum of two (2) hours pay at straight time (or the overtime rate in cases of overtime), unless the recall is immediately prior to or following a regular shift, in which case, the Employee shall only be paid for the actual time worked.
- C. Overtime shall be considered all work authorized by the Chief of Police and/or Township Administrator in excess of forty (40) hours per week (the pay week is Wednesday through the following Tuesday but is subject to change with notice to Employees) and shall be compensated at the rate of one and one-half (1 ½) times the Employee's base pay.
- D. Overtime shall be paid in the form of cash payments or as compensatory time, at the option of the Employee, up to an accumulated maximum of two hundred forty (240) hours. Compensatory leave time shall be approved for the Employee at the discretion of the Employee's office supervisor or Chief of Police subject to the manpower needs of the office or department.
- E. Overtime shall be paid currently.

F. Employer reserves the right to assign overtime work on the basis of reverse seniority after all eligible Employees have been offered overtime and have refused the overtime assignment.

G. Overtime work shall be offered as equally as possible among all members of the collective bargaining unit with due regard to job description.

H. Hours taken for sick leave shall be utilized in the calculation of hours for overtime eligibility.

ARTICLE XI

SENIORITY

- A. **DEFINITION** - Except as may otherwise be provided for by and in accordance with Title 4A of the New Jersey Administrative Code, seniority means an Employee's length of continuous service with the Employer from the date of the Employee's anniversary date of hire.
- B. **WORKING TEST PERIOD** - Except as otherwise provided for by and in accordance with Subchapter 5 of Chapter 4 of Title 4A of the New Jersey Administrative Code, all regular appointments to a title in the career service shall be subject to a working test of three (3) months, which may not be extended. The working test period shall begin on the date of regular appointment and shall not include any time served by an Employee under provisional, temporary, interim or emergency appointment. An Employee may be separated for unsatisfactory performance at the end of the working test period and may be disciplined during the working test period.
- C. **LAYOFFS AND EMPLOYEE LAYOFF RIGHTS** - Employer may institute layoff actions for economy, efficiency or other related reasons. In such cases, the procedures for layoffs and Employee layoff rights shall be as set forth in Chapter 8 of Title 4A of the New Jersey Administrative Code.

ARTICLE XII

LEAVES OF ABSENCE

A. **PAID LEAVE:** Paid leaves of absence shall be allowed by the Employer for the benefit of full-time Employees, in accordance with the following conditions:

1. **Bereavement Leave:** Bereavement Leave was eliminated in 2011 as a result of the increase in personal days. There is no separate "bereavement leave" provided.
2. **Personal Leave:** Employees shall be entitled to sixty four (64) hours paid personal leave per annum, non-cumulative. No reason need be given other than said days are being taken under this Article. Except in case of emergency, an Employee shall give 48 hours advance notice of his or her intent to use said personal leave. When an Employee provides at least thirty (30) days of notice of intent to use personal leave, the Employee's immediate supervisor and/or Chief of Police, as the case may be, shall approve or disapprove the request within seven (7) business days.
3. **Jury duty:** Employees shall be granted a leave of absence when required to report for jury duty and shall be paid the difference between any compensation received for jury duty and Employee's regular pay, based upon a forty (40) hour work week, for the period of jury duty.
4. **Work Related Injury or Disability:** A full-time Employee who suffers an occupational illness or injury approved by Employer's workers compensation insurer, which prevents the Employee from performing his or her duties, shall be entitled to a paid leave of absence at full regular pay.

for the period s/he is unable to perform his or her duties, to an accumulated maximum of six (6) months per incident/injury. During this period of time, all temporary disability payments received by the Employee under the provisions of the Workers Compensation Act shall be paid over to Employer. Employees shall not be eligible for a leave of absence with pay as specified in this section until the Employee has worked one hundred twenty (120) continuous calendar days. In such circumstances the newly hired Employee shall be entitled only to the compensation required by the Workers Compensation Act.

5. **Serious Illness:** In the event an immediate family member of an Employee who is residing in the home of the Employee, or in whose home the Employee is residing, is hospitalized or confined to bed on the order of a medical doctor due to an extremely serious illness or injury, the Employee shall be permitted to take a paid leave of absence for up to five (5) work days for the purpose of attending to the family member.
 - a. Employees hired on or after January 1, 2001, shall not be entitled to serious illness leave as provided for herein but may use accumulated sick leave time for such purpose in accordance with the provisions of N.J.A.C. 4A:6-1.3(g)(3).
 - b. "Immediate family member" is defined to mean: spouse, parent, spouse's parents, children, brother, sister, grandparents, and/or step-children who are residing in the home of the Employee, or in whose home the Employee is residing.

6. An Employee who utilizes leave pursuant to subparagraphs (A)(1), (3), (4), or (5) above shall not be employed elsewhere or for another employer for any reason during such leave.

B. UNPAID LEAVE OF ABSENCE:

1. **Education:** After completion of one year of employment, full-time Employees may, upon written request, be granted a leave of absence, without pay for educational purposes. The Employer shall have the right in its discretion to determine what constitutes the leave. For any educational leave of absence more than ninety (90) days but less than one (1) year, the Employee may request in writing to the Township Committee prior to completion of the leave period, that the Employee be placed upon a preferential waiting list to be reassigned to his or her former job title.
2. **Family Leave:** Employees shall be eligible for unpaid "family leave" or "medical leave" in accordance with State and Federal statutes and regulations ("Family Leave Act" and "Family and Medical Leave Act"). Employees may coordinate use of available paid leave in conjunction with the rights accorded under the state and federal laws.
3. **Military Leave of Absence:** Employees who are in the military service shall be entitled to paid leave when so required by state and federal statutes. Leave for reserve duty, training or other military duty may be granted by the Township Committee upon such terms and conditions

which are not inconsistent with State and Federal law. All requests for military leave must be made as soon as possible or within seventy-two (72) hours after receipt of Orders.

4. The Township Committee may grant and approve other unpaid leaves of absence upon such terms and conditions as may be approved by the Township Committee.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Any grievance or dispute arising between an Employee and the Employer with respect to the application, meaning or interpretation of the provisions contained in this Agreement, or in the written policies or administrative decisions of the Employer, shall be settled in the following manner:

STEP 1: Employee, or Employee's duly designated representative at the request of the Employee, shall take up the grievance with the Chief of Police by filing a written grievance within thirty (30) calendar days from the date of the occurrence giving rise to the grievance or the date Employee should reasonably have known of the grievance. Failure to file the written grievance within said period of time shall be deemed an abandonment of the grievance and there shall be no further appeal or review. The Chief of Police shall attempt to adjust the grievance informally but shall respond in writing to Employee or Employee's representative within seven (7) calendar days after receiving the grievance in the event the grievance cannot be resolved informally.

STEP 2: If Employee's grievance is not resolved to Union's satisfaction at Step 1 by the Chief of Police or if no response is provided by the Chief of Police within the time allowed, the grievance may be presented in writing by Union to the Township Administrator within seven (7) calendar days from the date Employee receives the response of the Chief of Police or should have received same in the

event no response was provided. A Step 2 response shall thereafter be served upon Union within seven (7) calendar days from the date of receipt of the grievance by the Township Administrator.

STEP 3:

- a. If Employee's grievance is not resolved to Union's satisfaction at Step 2 by the Township Administrator or if no response is provided by the Township Administrator within the time allowed, Union shall have the right to binding arbitration in accordance with the provisions of this Agreement by filing a request for binding grievance arbitration with the Public Employment Relations Commission (PERC) within fifteen (15) calendar days from the date Union receives the Township Administrator's response or the date the response should have been provided in the event no response is provided by the Township Administrator.
- b. PERC, in accordance with its rules and regulations, shall be requested to arrange for the appointment of an arbitrator or panel of arbitrators, who shall have power to hear and determine the dispute between the two parties. The arbitrator shall have the authority to hear and determine the grievance and his/her decision shall be binding on the parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) calendar days after the hearing has been closed. The expense of the arbitrator shall be borne equally by both parties. All other costs shall be paid by the party incurring same.

- 1) The parties may request the arbitrator to decide, as preliminary issue, whether she has jurisdiction to hear and decide the matter in dispute. The arbitrator shall not be permitted to hear and decide more than one (1) grievance at a time.
- 2) The arbitrator shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey, and shall be restricted to the application to the application of the facts presented to him/her in the grievance.
- 3) The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto.
- 4) The decision of the arbitrator shall be in writing and shall include a statement of reason for such decision.

B. If Employee elects to exercise any rights of appeal or other remedies available through any other administrative or civil procedures (e.g., Merit System statutes and regulation), Employee by such election shall be deemed to have waived the provisions of this Article, including the right to binding arbitration.

C. The Employer and the Union shall meet to discuss the dispute and attempt to frame and narrow the issue for the Arbitrator's consideration.

ARTICLE XIV

STRIKE & LOCKOUTS

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

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

ARTICLE XV

MANAGEMENT RIGHTS

- A. Except is abridged, limited, or modified by the terms of this Agreement or applicable law, Employer may exercise all rights, powers, duties, authorities and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of New Jersey and the United States of America.
- B. Except as abridged, limited or modified by the terms of this Agreement, all such rights, powers, duties, authorities, responsibilities and prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of Employees, are retained by the Employer.
- C. The Township Administrator may, at his/her discretion, curtail all nonessential activities within the confines of the municipal complex and other public facilities during times of weather related or other uncontrolled situations and require those non-essential Employees to use their leave time, during such times without due recourse of those essential Employees required to remain at their normal assignments. Those non-essential Employees who, for whatever reason, request and are permitted to remain at their normal assignments during such curtailment, may do so without additional compensation.
- D. The Township of Little Egg Harbor retains and reserves unto itself the executive, management, and administrative control of the Township Government and its properties

and facilities and activities of its Employees, utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township. Any such actions by the Township shall not be inconsistent with Civil Service rules and regulations.

E. The Township of Little Egg Harbor retains and reserves unto itself the power to make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules and shifts; to decide the number of Employees needed for any particular time; and to be in sole charge of the quality and quantity of work required. Any such actions by the Township shall be consistent with the law.

F. The Township of Little Egg Harbor retains and reserves unto itself the right of management to make such reasonable policies and procedures and rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the departments and offices after advance notice thereof to the Employees. Any such actions by the Township shall be consistent with the law and any applicable decisions by the New Jersey Public Employment Relations Commission and applicable Courts of the State of New Jersey.

G. The Township of Little Egg Harbor retains and reserves unto itself the right to hire all Employees; to promote, transfer and assign Employees; to retain Employees in positions within the Township; and to suspend, demote, discharge or take any other appropriate disciplinary action against any Employees for good and just cause. Any

such actions by the Township shall be consistent with this Agreement, Civil Service and any applicable law.

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

I. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1, et seq. or any other federal, state, county or local laws or regulations.

ARTICLE XVI

EMPLOYEE RIGHTS

- A. Upon the approval of the Township Administrator, Employees shall be given time off with pay in order to attend required continuing education courses. Said courses must relate to certifications that have been approved by the Township Administrator and directly relate to Employee's job duties.
- B. If a P.S.T. is required to appear in court, while off-duty, that Employee shall receive a minimum of two (2) hours pay at the Employee's current rate. The Township shall reimburse an Employee if he/she is required to attend a court or court related matter on behalf of the Employer for using his/her own personal vehicle at the rate of 32.5 cents per mile, plus tolls.
- C. Employee shall have access to his or her personnel file at reasonable times under the supervision of the Township Administrator or Municipal Clerk, Employee shall receive a copy of all evaluations, letters, etc. which are placed in his or her personnel file. Should Employee receive a verbal or written reprimand, Employee shall have the reprimand removed from the personnel file following a period of eighteen (18) months from the date of the reprimand, provided that Employee has not engaged in any infraction of a similar nature during the eighteen (18) month period.
- D. Employee shall be entitled to receive one copy of the Agreement.

- E. This Agreement shall survive any change in the form or type of government in Little Egg Harbor Township without necessity for renegotiation in part or in whole.
- F. No form of discipline or reprimand shall be done in such a way as to intentionally cause embarrassment to an Employee.
- G. Employees may appeal any disciplinary action through the grievance and arbitration procedure.
- H. Employees shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect hours of work, wages or working conditions, as the result of exercising his or her rights under this agreement.
- I. An Employee is entitled to Union representation during the grievance procedure as well as during any disciplinary hearings.
- J. No Employee shall be required by the Employer and/or its agent to submit to a non-criminal interrogation unless the Employee is accorded the opportunity for Union representation.
- K. No recording devices or stenography of any kind shall be used during any department interrogation, unless both Union and the Employer agree in writing to their use prior to the interrogation.

ARTICLE XVII

GENERAL PROVISIONS

A. Employer shall supply and maintain a suitable bulletin board for Union's use in a convenient location situated in the Municipal Complex.

B. **UNION ACTIVITIES:** The Employer agrees, during working hours on the Employer's premises, without loss of pay, Union representatives shall be allowed to post union notices, distribute union literature, solicit union membership during other Employees non-working time, and attend negotiation meetings, transmit communications authorized by the local union or its officers to the employer or its representative, concerning the enforcement of any provision of this Agreement, provided that none of the above activities shall interfere with the work activities or schedule of the Employer. Meetings with individual members can be, at representative discretion, in a secluded area of the members' place of work or in any other area within the Township's buildings.

C. **VISITS BY UNION REPRESENTATIVES:** The Employer agrees that accredited representatives of the Government Workers Union, whether local union representatives, District Council representatives or international representatives shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business, provided prior notice has been furnished the Employer and provided that none of such activities shall interfere with the Employer's work schedule and activities.

D. Employer shall pay all reasonable expenses of an Employee related to maintaining required licensure or certification.

E. Employer shall post a notice of vacancy for any vacant position covered by this Agreement for a five period of five (5) consecutive work days prior to the date the position is opened to the public. Saturdays, Sundays and holidays shall not be considered work days for purposes of this procedure. The notice shall include the starting rate of pay and essential job duties shall be posted on the Employer's employment recruitment bulletin board located recruitment bulletin board located in the main corridor of the municipal complex. A copy of the notice shall be forwarded to the local Union representative (i.e. Chapter Chairperson) within 24 hours from the time the notice is posted. Promotional announcements shall be posted in accordance with instructions received from the New Jersey Department of Personnel.

F. Employees shall provide Employer written notice of retirement at least sixty (60) calendar days prior to the date of separation. In cases where an Employee is entitled to terminal leave and wishes to exercise terminal leave, the Employee shall provide Employer written notice of retirement at least sixty (60) calendar days prior to the date of separation, but in no case shall such notice be less than the number of terminal leave days plus sixty (60) days.

ARTICLE XVIII

UNIFORMS

A. The Employer agrees to provide each Public Safety Telecommunications Operator per year with uniforms as follows:

Summer - Two (2) shirts and Two (2) pants or skirts

Winter - Two (2) shirts and Two (2) pants or skirts

B. Public Safety Telecommunications Operators shall also receive one (1) pair of regulation shoes per year.

ARTICLE XIX
SAFETY & HEALTH

At all times, the Employer will maintain safe and healthful working conditions, and will provide Employees with tools and devices that may be reasonably necessary to insure their health and safety.

ARTICLE XX

COMPLETENESS OF AGREEMENT

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

ARTICLE XXI

SAVINGS CLAUSE

It is understood and agreed that if any provisions of this Agreement or any application of the provisions of this Agreement to Employees shall be held invalid or contrary to law by a court of competent jurisdiction, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law. The remainder of this Agreement, all other provisions and applications, shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII

TERMINATION & EXTENSION OF AGREEMENT

This Agreement shall be effective and remain in full force and effect from January 1, 2016 to December 31, 2019, or until a successor Agreement is executed.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed by their proper officials on this 14th day of December, 2018.

Attest: *Diana K. McCracken*
RMC
Barbara Jo Crea 3.27.19
BARBARA JO CREA, Mayor (date)
Little Egg Harbor Township

Attest: _____
David Tucker 12.14.18
DAVID TUCKER, PRESIDENT (date)
Government Workers Union

Attest: _____
Bryan Nuss 3/4/19
Bryan Nuss, Chairperson (date)
Government Workers Union

RESOLUTION NO. 2016 – 176

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE GOVERNMENT WORKERS UNION OF THE LITTLE EGG HARBOR TOWNSHIP POLICE DEPARTMENT

WHEREAS, the previous Employment Agreement with the Government Workers Union (“GWU”) expired on December 31, 2015 and it was necessary for Township Officials to negotiate a new employment agreement for the period of January 1, 2016 through December 31, 2019; and

WHEREAS, the Township and the GWU have come to an agreement with regard to the terms of continued employment and have memorialized same in a Memorandum of Agreement attached hereto as Schedule A; and

WHEREAS, the terms of the Memorandum of Agreement include the elimination of the day after Thanksgiving and Lincoln’s Birthday as holidays, an increase in the meal allowance from \$12.00 to \$15.00, and a 2% increase in salaries for 2016, 2017, 2018 and 2019; and

WHEREAS, the governing body wishes to approve the execution of the Memorandum of Agreement with the Superior Officers Association for the period of January 1, 2016 through December 31, 2019.

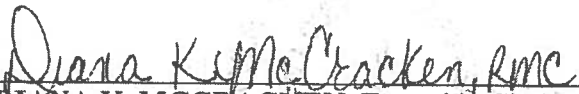
NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body hereby authorizes the execution of the Memorandum of Agreement with the Superior Officers Association, the terms of which are memorialized in the Agreement attached hereto as Schedule A.

2. That a certified copy of this resolution shall be forwarded to the Government Workers Union.

CERTIFICATION

I, **DIANA K. MCCRACKEN, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 11th day of **August, 2016**.



DIANA K. MCCRACKEN, Township Clerk
Little Egg Harbor Township

#3700

**TOWNSHIP OF LITTLE EGG HARBOR
&
GOVERNMENT WORKERS UNION**

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 22nd day of July, 2016 between the negotiating teams of the Township of Little Egg Harbor and the Government Workers Union.

It is expressly understood and acknowledged by both negotiating teams that this Memorandum of Agreement has been negotiated in good faith, and is entered into in good faith, but the ultimate agreement to same must be approved by the full membership of the Governing Body of the Township of Little Egg Harbor and the Government Workers Union. Without said agreement by both the Governing Body of the Township of Little Egg Harbor and the Government Workers Union, neither the Township nor the Union is bound, and shall not be considered to be bound.

1. **DURATION** –Four year agreement (January 1, 2016 – December 31, 2019)

2. **HOLIDAYS (ARTICLE VI)** – Effective January 1, 2017, the following holidays shall be eliminated:
 - i. Friday after Thanksgiving
 - ii. Lincoln's Birthday

3. **SICK AND VACATION LEAVE (ARTICLES V & VIII)** – Amend both articles and provide that neither sick nor vacation leave can be used in increments of less than two hours without prior approval of supervisor.

4. **ARTICLE VIII (WAGES)**

A. **Increases:**

2016 = There shall be a 2.0% increase to salaries retroactive to January 1, 2016, as reflected in the salaries guides attached hereto as Attachment A

2017 = Effective January 1, 2017, there shall be a 2.0% increase to salaries, as reflected in the salaries guides attached hereto as Attachment A

2018 = Effective January 1, 2018, there shall be a 2.0% increase to salaries as reflected in the salaries guides attached hereto as Attachment A

2019 = Effective January 1, 2019, there shall be a 2.0% increase to Salaries as reflected in the salaries guides attached hereto as Attachment A

Salaries Guides are mutually agreed hereto as Attachment A.

An Advancement -Placement Chart shall be mutually agreed upon.

B. For any municipality which the Township enters into a formal agreement to provide 911 services, members of the bargaining unit shall be paid an additional \$0.50 per hour during the term of any formal agreement. This shall not apply to services provided to Tuckerton, as same is included within the Salaries set forth in Attachment A; no additional compensation shall be provided to members for services provided to Tuckerton.

5. Sick Leave shall be utilized in the calculation of hours for overtime eligibility.

6. **SICK LEAVE (ARTICLE VII)** – A new subsection to paragraph N. (*Supplemental Compensation Upon Retirement*) shall be added and shall read as follows:

To be eligible for the payment at retirement for unused sick leave as set forth in paragraph N. of this Article (Article VII), an employee will submit a non-revocable letter notice of intention to retire within sixty (60) days prior to the retirement date. In lieu of submission of the notice of intention to retire from the employee, the notice received by the Township from the New Jersey Division of Pensions indicating the

LITTLE EGG HARBOR
TELECOMMUNICATOR SALARY GUIDES

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
1	15.40	15.71	16.02	16.34
2	18.00	18.36	18.73	19.10
3	18.64	19.01	19.39	19.78
4	19.29	19.68	20.07	20.47
5	19.92	20.32	20.73	21.14
6	20.57	20.98	21.40	21.83
7	21.21	21.63	22.06	22.50
8	21.86	22.30	22.75	23.21
9	22.50	22.95	23.41	23.88
10	23.14	23.60	24.07	24.55
11	24.24	24.72	25.21	25.71
12	25.34	25.85	26.37	26.90
13	26.44	26.97	27.51	28.06
14	27.54	28.09	28.65	29.22
15	28.93	29.51	30.10	30.70
16	29.95	30.55	31.16	31.78
17	30.97	31.59	32.22	32.86
18	31.48	32.11	32.75	33.41
19	31.99	32.63	33.28	33.95
20	33.00	33.66	34.33	35.02