

AGREEMENT

between

TOWNSHIP OF NEPTUNE

and

American Federation of State, County and Municipal Employees, AFL-CIO  
Neptune Township Local #2792

January 1, 2017 to December 31, 2020

<u>ARTICLE 1: RECOGNITION AND PREAMBLE</u> .....	3
<u>ARTICLE 2: MANAGEMENT RIGHTS</u> .....	4
<u>ARTICLE 3: MAINTENANCE OF WORK OPERATIONS</u> .....	7
<u>ARTICLE 4: DUES DEDUCTION AND AGENCY SHOP</u> .....	8
<u>ARTICLE 5: NON-DISCRIMINATION</u> .....	9
<u>ARTICLE 6: GRIEVANCE PROCEDURE</u> .....	10
<u>ARTICLE 7: DISCIPLINARY ACTIONS</u> .....	11
<u>ARTICLE 8: HOURS OF WORK</u> .....	12
<u>ARTICLE 9: OVERTIME</u> .....	14
<u>ARTICLE 10: COURT TIME</u> .....	17
<u>ARTICLE 11: LONGEVITY</u> .....	18
<u>ARTICLE 12: HOLIDAYS</u> .....	19
<u>ARTICLE 13: VACATION</u> .....	21
<u>ARTICLE 14: SICK LEAVE</u> .....	23
<u>ARTICLE 15: SICK LEAVE NOTIFICATION</u> .....	27
<u>ARTICLE 16: JOB INCURRED INJURY</u> .....	28
<u>ARTICLE 17: PERSONAL DAYS</u> .....	29
<u>ARTICLE 18: BEREAVEMENT LEAVE</u> .....	30
<u>ARTICLE 19: WAGES</u> .....	31
<u>ARTICLE 20: MILITARY LEAVE</u> .....	33
<u>ARTICLE 21: JURY DUTY</u> .....	34
<u>ARTICLE 22: VOLUNTEER SAFETY DEPARTMENTS</u> .....	35
<u>ARTICLE 23: UNION EDUCATIONAL LEAVE</u> .....	36
<u>ARTICLE 24: LEAVES OF ABSENCE</u> .....	37
<u>ARTICLE 25: ATTENDANCE RECORDS</u> .....	39
<u>ARTICLE 26: HEALTH AND WELFARE BENEFITS</u> .....	40
<u>ARTICLE 27: RETIREMENT BENEFITS</u> .....	42
<u>ARTICLE 28: SHIFT SCHEDULES</u> .....	44
<u>ARTICLE 29: LAYOFF AND RECALL</u> .....	45
<u>ARTICLE 30: COLLECTIVE NEGOTIATION PROCEDURE</u> .....	46
<u>ARTICLE 31: UNION FACILITIES</u> .....	47
<u>ARTICLE 32: WALKIE-TALKIE</u> .....	48
<u>ARTICLE 33: UNION MEETING</u> .....	49
<u>ARTICLE 34: PHYSICAL EXAMS</u> .....	50
<u>ARTICLE 35: UNIFORMS</u> .....	51
<u>ARTICLE 36: SAFETY EQUIPMENT</u> .....	52
<u>ARTICLE 37: LOCAL RIGHTS</u> .....	53
<u>ARTICLE 38: SEPARABILITY AND SAVINGS</u> .....	55
<u>ARTICLE 39: SENIORITY AND MISCELLANEOUS</u> .....	58
<u>ARTICLE 40: FULLY-BARGAINED AGREEMENT</u> .....	57
<u>ARTICLE 41: DURATION</u> .....	58
<b>APPENDIX A</b> .....	59
<b>APPENDIX B</b> .....	60
<b>APPENDIX C</b> .....	61

ARTICLE 1  
RECOGNITION AND PREAMBLE

A. The Township recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Neptune Township Local #2792 (from herein referred to as the Local) as the sole and exclusive representative for the purpose of establishing wages, hours and other conditions of employment for all its employees in the classifications listed under Appendix A, attached hereto and by reference made part of this agreement and for such additional classifications as the parties may later agree to include, excluding however, supervisors as defined by the Public Employment Relations Commission (PERC), confidential employees, casual employees and managerial employees.

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

C. This agreement entered into by the Township of Neptune, hereafter referred to as the "Employer", and the Local has as its purpose the promotion of harmonious relations between the Employer and the Local; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

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

Representatives of the Local who are not employees of the Township shall be permitted to visit with the employees during working hours upon proper notification to the Township Administrator. Such meeting shall not exceed thirty (30) minutes.

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

ARTICLE 2  
MANAGEMENT RIGHTS

A. The Township of Neptune hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

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

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deemed best for the purposes of maintaining order, safety and/or effective operation of the Department.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the several Departments included within this Agreement.

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

{00631689}

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

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

#### Permanent Full-Time Employees

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

#### Permanent Part-Time Employees

Permanent, part-time employees are defined as those employees who have completed the probationary period, work on average less than the regular hourly week for the department in which they are employed but more than one thousand two hundred and fifty hours (1250) per year, and earn more than the amount required by the New Jersey Public Employees Retirement System, in each quarter of the calendar year, and are otherwise eligible for benefits under the New Jersey Public Employees Retirement System and are regularly scheduled to work. Part time employees shall be limited to no more than twenty-eight (28) hours per week. Part-time employees shall not be scheduled for overtime assignments.

#### Probationary Employees

Probationary employees are defined as newly hired employees serving a probationary period of no less than ninety (90) days, nor more than one year unless the employee is terminated prior thereto by resolution of the Township Committee.

At the end of the ninety (90) days probationary period, said employee shall continue on probation until such employee is designated as a permanent employee or is terminated by resolution of the Township Committee, but such probationary period shall not exceed a total of one year from the date of hire unless mutually agreed to by the Local and by the Township.

The probationary period for the title "Driver" shall not exceed sixty (60) days unless specifically extended by the Township Administrator in thirty (30) day periods to allow for CDL testing. All Drivers must attain and maintain a CDL-A license.

{00631689}

### Casual (Per Diem) Employees

Casual (per diem) employees are defined as those employees who do not work more than one thousand two hundred and fifty hours (1250) per year, may or may not be required to enroll in the New Jersey Employees Retirement System and are not eligible to enroll in the New Jersey State Health Benefits Program. If a casual (per diem) employee becomes a probationary or permanent employee in the same or a related position, the time served as a casual employee, up to a maximum of one year, shall be credited for permanency and seniority purposes.

### Grant Employees

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

### Anniversary Date

The anniversary date of all permanent full time and permanent part time employees covered by this agreement shall be the actual first date of continuous employment with the Township of Neptune. If a casual employee becomes a probationary or permanent employee in the same or a related position, the time served as a casual employee, up to a maximum of one year, shall be credited for the purpose of establishing the employee's anniversary date. In the event of multiple employees hired on the same date, seniority shall be determined based upon alphabetical order by last name then first name.

ARTICLE 3  
MAINTENANCE OF WORK OPERATIONS

A. The Local hereby covenants and agrees that during the term of this Agreement, neither the Local nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job against the Township. The Local agrees that such action would constitute a material breach of this Agreement.

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

C. The Local agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township, and that the Local will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Local order.

D. The Township hereby covenants and agrees that during the term of this Agreement, the Township will not lockout its employees. The Township agrees that such action would constitute a material breach of this Agreement.

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

## ARTICLE 4

### DUES DEDUCTION AND AGENCY SHOP

The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Local and the aggregate deductions of all employees shall be remitted to Council #73 AFSCME, together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. This authorization shall remain in effect unless it is canceled in writing by the employee during the period of June 15th to June 25th (both dates inclusive) of any year. Such written notice shall be sent to the Chief Financial Officer of the Township and to the Union.

Any employee in the bargaining unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten-month basis or who are reappointed from year to year shall be considered to be in continuous service.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision, but shall cooperate with the Union in defending this provision.



ARTICLE 5  
NON-DISCRIMINATION

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

B. The Township and the Local agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization, or to refrain from any such activity. There shall be no discrimination by the Township or the Local against any employee because of the employee's membership or non-membership or activity or non-activity in the Local.

C. Only one personnel file shall be maintained by the Township on an employee. Nothing of an adverse nature shall be placed in an employee's file without attempting to attain his or her initials being placed thereon and a copy being given to the employee. Said file shall be maintained in the Township Administrator's Office. A box to check off agreement or disagreement will be provided, along with a place for the employee's signature and date. The Township will provide a location on the form for employee to request that notice of the disciplinary action be forwarded to the Union President.

D. The Township will allow Union members to review the contents of their personnel file in the office of the Human Resources Director during regular business hours on any regularly scheduled working day. Employee must contact the Human Resources Director's office to request and schedule such a review, said request shall not be denied unless there is law or regulation that would prevent such a review. All such reviews will be permitted within two (2) working days of the request.

## ARTICLE 6 GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his or her immediate supervisor or foreman. The Local has the right to be present at each step of the grievance procedure, except Step 1 unless aggrieved requests such representation.

C. A grievance is defined as an appeal by an individual employee or the Local on behalf of an individual employee or group of employees or by the Township concerning the interpretation, application or alleged violation of the terms of this Agreement, Township policies, practices or administrative decision affecting terms and conditions of employment.

D. The time periods set forth in this procedure shall be deemed the maximum. However, the parties may mutually agree to extend any time limit set forth in the procedure. In the event that any Step of the grievance procedure is without authority to adjust or resolve the grievance, the aggrieved party may initiate the grievance at the First Step of the procedure that is authorized to adjust the matter. For the purpose of this article, “days” shall mean work days.

(1) Step 1: Within seven (7) workdays of knowledge of the facts giving rise to the grievance, the aggrieved party shall discuss it orally with the Department Head in an effort to resolve the matter.

(2) Step 2: If the grievance is not resolved informally at Step 1, the aggrieved party shall, within seven (7) working days of the Step 1 denial, submit it in writing to the Department Head. The written grievance shall set forth the nature of the grievance, the relief sought and the disposition of Step 1. The Department Head shall render a written decision to the aggrieved party and Local within ten (10) calendar days setting forth his/her reasoning for the decision.

(3) Step 3: If the grievance is denied at Step 2, or no decision is rendered within time-period, the grievance may be processed to the Township Administrator within seven (7) work days. Within ten (10) days of receipt of the grievance the Township Administrator shall either issue a written decision or hold a meeting on the grievance. In the event the Township Administrator determines to hold a meeting on the grievance, a written decision shall be issued within ten (10) days of the end of the meeting.

(4) Step 4: If the grievance is denied by the Township Administrator, or no decision is rendered within the stated time-period, the Local may elect to pursue the grievance to binding arbitration pursuant to the rules and regulations of the New Jersey Public Employees Relations Commission. The request for submission of a panel of arbitrators shall be filed with the Public Employment Relations Commission within thirty (30) days of the expiration of Step 3 time lines.

{00631689}

## ARTICLE 7

### DISCIPLINARY ACTIONS

Before an employee is required to appear before the Township Administrator or his designated representative on any matter that could adversely affect his/her employment, the employee and Local shall be notified in writing of the purpose of the meeting and the employee's right to union representation. At least five (5) working days written notice shall be given to the employee and the Local prior to any such meeting before the Township Administrator or his designated representative (If both parties agree, the five day notice period may be waived). AFSCME may request an appeal to the governing body which may review the charges and information; however, a hearing before the governing body will not be provided unless specifically directed by the governing body.

Any discipline imposed shall be for just cause and shall bear a direct relation to the offense charged, bearing in mind the principles of progressive discipline. Any and all disciplinary actions shall be subject to the grievance procedure of Article VI(A).

Any one of the following shall be cause for disciplinary action or termination of employment, although termination may be made for sufficient causes other than those listed:

- a. Neglect of duty; or lack of productivity;
- b. Incompetency or inefficiency;
- c. Incapacity due to mental or physical disability;
- d. Insubordination or serious breach of discipline;
- e. Chronic or excessive tardiness or absenteeism;
- f. Disorderly or immoral conduct;
- g. The conviction or admission of any criminal act or offense;
- h. Negligence of or willful damage to public property or waste of public supplies;
- I. Public conduct while in a Township uniform reflecting a discredit to the Township;
- j. The use or attempt to use one's authority or official influence to control or modify the political action of any person in the Township or engaging in any form of political activity during working hours;
- k.. Leaving an assigned post or work station during the work period without the approval of the supervisor in charge of the operation.
- l. Any violation of the Township's Policies with regard to drug and/or alcohol use.
- m. Theft or attempted theft of public property, goods or services.

## ARTICLE 8 HOURS OF WORK

A. The standard weekly and hourly work period for all Township employees, shall be Monday through Friday, eight (8) hours Blue Collar employees, except custodial employees . The Township retains the right at its discretion to change the work week under the following formula:

(1) 48 hour notice for a one (1) day change, up to twice per month (per employee), not to be utilized to replace overtime situations for sewer on-call drivers, leaf pick-up or emergency call-outs. One day changes shall not affect employees entitlement to two consecutive days off during any given workweek.

(2) 72 hour notice for a five (5) day change.

(3) ten (10) working days notice for a six (6) to Twenty (20) day change.

(4) fifteen (15) work day notice for a twenty-one (21) to sixty (60) day change.

(5) twenty (20) work day notice for an permanent change.

Any permanent change in the work week (days of the week) must be negotiated with the Union before implementation, excluding Custodians.

The employee may waive the notice requirement.

B All employees shall be entitled to two (2) fifteen (15) minute refreshment breaks within their normal work shift to be taken at the time scheduled by the Department Head or Supervisor and shall not be accumulated.

C. As used in this Agreement, the term "refreshment break" requires the employees to remain in the work area where they are assigned at the time the break is taken.

D. An employee on the custodial staff shall take a lunch period only at the time designated by the supervisor or foreman of the employee's particular shift; provided, nevertheless, that a minimum of one (1) employee shall be in attendance at the municipal complex at all times when custodians are schedule to work.

DAILY HOURS OF WORK BY DEPARTMENT

E. DEPARTMENT	TIME RANGE	HOURS	LUNCH	BREAKS
Road	6:30A-3:00P	8-1/2	1/2 hr	2
Parks	6:30A-3:00P	8-1/2	1/2 hr.	2
Custodians	24 Hours a day. This reflects an 8-hour day	8-1/2	1/2 hr.	2
Sewer	6:30A-3:00P This shall reflect an 8-hour day	8-1/2	1/2 hr.	2
Sanitation	6:30A-3:00P	8-1/2	1/2 hr.	2

F. Penalty For Tardiness

1. If an employee is late for work, payroll deduction will be computed as follows:
  - a. Up to the first sixteen (16) minutes late - no deduction.
  - b. Sixteen (16) through thirty (30) minutes late - thirty (30) minutes pay deducted.
  - c. Thirty-One (31) through sixty (60) minutes late 60 minutes pay deducted.
  
2. Even though there is no pay loss for the first sixteen (16) minutes of tardiness, the Township reserves the right to impose disciplinary action upon an employee who is chronically or excessively late.

G. In the event of an emergency, as determined by the Township Administrator, any employee who is advised not to report to work will be paid for the day. Employees who are deemed as essential employees by the Township Administrator and are required to work and who do work or employees who are not otherwise notified not to report and who do work, will receive compensatory time off for each hour worked with a minimum of two (2) hours and a maximum of eight (8) hours. Any additional days of emergency which occur within a calendar and results in an employee being advised not to report, the employee may charge his/her time off to any time on the books: personal days, vacation days, or comp time.

{00631689}

## ARTICLE 9 OVERTIME

A. Overtime shall be paid for all work performed in excess of the standard work day as defined in Article VII hereof at the rate of one and one-half (1-1/2) times the standard hourly rate. If an employee has an unexcused, unpaid absence during the normal work week then overtime will be paid for all work performed in excess of the number of hours in the standard work week as defined in Article VII hereof.

Overtime shall be computed and payment made on the following basis:

1. Up to the first sixteen (16) minutes - no pay.
2. Sixteen (16) through thirty (30) minutes - forty- five (45) minutes pay.
3. Thirty-one (31) through sixty (60) minutes - ninety minutes pay.
4. Thereafter, overtime shall be paid in thirty (30) minute segments for all time worked beyond the regular tour of duty. In lieu of cash payment an employee may opt to receive compensatory time off within the pay period in which it was earned in accordance with Article 9, Section D.

B. Overtime work shall be kept to a minimum and must be authorized in advance by the Township Administrator. Employees will be paid overtime for work in excess of eight (8) hours for employees working a forty (40) hour week if authorized by the Department Head, even though not authorized by the Township Administrator.

C. In lieu of cash payment an employee may opt to receive compensatory time off in accordance with Section D of this Article.

D. Overtime shall be paid either by compensatory time off or by compensation at the option of the employee. Compensatory time shall be arranged to be taken within 90 days from date the overtime is earned or it expires. Compensatory time must be taken in increment of at least one half (½) day or the total amount of compensatory time due to an employee, whichever is less. Whenever an employee chooses to receive compensation for overtime worked, such compensation is to be computed at the rate of one and one-half (1-1/2) times his/her standard hourly rate for each hour worked in excess of his/her normal hourly work week. Requests to utilize banked compensatory time must be made at least 24 hours in advance.

E. A seniority list, by department shall be created for overtime opportunities and overtime shall be distributed on a rotating basis to employees who normally perform said work within that specific department and pursuant to said list. In the event that there are not a sufficient number of employees who volunteer for overtime and the Township Administrator determines that there is still a need for additional personnel, no employee may refuse overtime without permission from the Township Administrator. Failure to report for two overtime assignments during declared emergencies, within one year, pursuant to this section will result in discipline, up to and including termination. In this circumstance, the employees with the least seniority shall be the

{00631689}

first to be selected. The Township Administrator shall not unreasonably withhold such permission. During times of extended snow plowing operations, the Township shall be permitted to select employees from the rotation list in a manner that assures a mix of snow plowing assignments between senior and newer employees to assure extended operations by experienced drivers can be sustained.

F. No supervisor shall operate emergency equipment when qualified men are available. This provision shall not apply to the Building Maintenance Supervisor or the Supervisor of the Sewer Collection System.

G. Overtime for initial sanding and snow plowing operations will be assigned to the Road Department by seniority. If additional manpower is necessary for subsequent sanding and/or snow plowing assignments, this overtime opportunity shall be open to all qualified Public Works Employees by seniority except clerical staff. Failure to report for two overtime assignments during declared emergencies, within one year, pursuant to this section will result in discipline, up to and including termination. During times of extended snow plowing operations, the Township shall be permitted to select employees from the rotation list in a manner that assures a mix of snow plowing assignments between senior and newer employees to assure extended operations by experienced drivers can be sustained. Snow plowing schedules shall be posted prior to October 31st of each year listing personnel who are assigned to this duty, and furthermore, between storms new schedules shall be posted after each storm.

H. Any employee called back to work for emergency reasons for time which is not contiguous to the employee's regular work day will get a minimum of two (2) hours pay. If the time is prior to and contiguous to the work day, the employee will receive pay for actual time worked until the commencement of the work day. This is not applicable for regularly scheduled sewer pumping station work or scheduled monitoring work.

I. Any employee who has worked a full work week and in addition, has worked at least four (4) consecutive hours on their sixth day of work within a work week, will receive overtime at a rate of double time on the seventh consecutive day worked by the employee. Time earned pursuant to Section H, above, shall not be the basis upon which four (4) hours worked is calculated. Instead, in clear terms, the employee must have worked four (4) hours on sixth day of work to qualify for this benefit. For those working a Monday to Friday work week, the sixth day shall be Saturday and the seventh day shall be Sunday. For those working a rotating schedule, the sixth day shall be the day immediately succeeding their fifth day of regularly scheduled work and the seventh day shall be the day immediately succeeding the sixth day as described herein. For the purpose of this section, holidays will count as a full work day when calculating seventh day overtime for DPW employees (excluding custodians).

J. Eliminated

K. In the event that any employee is absent from work (that is, vacation, sick time, personal day, {00631689}

birthday, or comp time) or on modified duty, that individual will not be called for overtime. The exceptions when off duty employees may be called are when an emergency situation exists as deemed by the Administrator, Police, Emergency Management, or the Public Works Director. Emergency situations include, but are not limited to, the following: weather (i.e. – snow storms, hurricanes, heavy rain events) shortage of personnel responding for overtime and other similar circumstances. During emergency events as described herein, employees utilizing vacation time will be called in to work overtime.

L. In the event overtime is a continuation of the regular workday, said overtime will first be assigned to employees at work on the day of the assignment. In addition, if it can be reasonably assumed that the event causing the overtime assignment will extend beyond one full shift of overtime, the employees working that day will be the first employees offered the overtime assignment.

M. All essential personnel (as determined by their Department Head and the Township Administrator) will be required to work overtime during an emergency situation as declared by the Emergency Management Coordinator, Mayor, or Township Administrator. Employees who fail to work overtime during these situations may face disciplinary charges for Neglect of Duty if, as determined by their Department Head and the Township Administrator, there is not sufficient cause for the failure to participate or if the failure to participate is not indicative of a pattern of failing to provide critical services when requested to do so. For purposes of this section, emergencies shall include any weather related event where the Department of Public Works is called upon to enhance public safety, including, but not limited to: snow plowing, sanding operations, drainage clearance, etc. All DPW and Building Maintenance personnel are considered essential employees for purposes of this section.



## ARTICLE 10 COURT TIME

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

B. Where an employee has instituted a suit against the Township for benefits other than those provided by the Workmen's Compensation Act, the employee shall be granted leave to appear in Court without pay. Said employee shall sign a statement setting forth the reason for taking time off which reason shall be filed with his/her Supervisor or Department Head with a copy to the Township Administrator. In these cases, the employee may utilize a vacation day or a personal day in lieu of losing a day's pay. It is expressly understood that an employee may not utilize a sick day for a court appearance.

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

{00631689}

ARTICLE 11  
LONGEVITY

**THIS ARTICLE WAS ELIMINATED EFFECTIVE JANUARY 1, 2014**

## ARTICLE 12 HOLIDAYS

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

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

B. Holidays falling on a Sunday will be observed on the following Monday.

C. Holidays falling on a Saturday will be observed on the preceding Friday.

D. An employee who is absent without leave on the day immediately preceding or on the day immediately following a holiday shall not be paid for the holiday nor for the day of unauthorized absence.

E. When permanent and probationary full-time employees, excluding custodians, are required to work on a holiday in order to maintain certain services, at the option of the employee said employee shall be allowed compensatory time off as near to the holiday as can be arranged between the employee and the Department Head or Supervisor. When the employee does not elect compensatory time off, said compensation shall be paid at the rate of one and one-half (1-1/2) times the individual's standard hourly pay for each additional hour worked. A permanent full-time employee required to work on a holiday in order to maintain certain services as set forth in the preceding paragraph shall be paid at the individual's standard hourly rate until the employee completes his normal work week as defined in Article 8 for that Department. All hours worked during that week in excess of the standard number of hours shall be paid at the rate of one and one-half (1-1/2) times the individual's normal hourly rate, provided nevertheless, that the employee has not violated Subsection D. above.

F. When a holiday as set forth in Section A hereof occurs during an employee's vacation, said holiday shall not be charged as a vacation day.

{00631689}

G. An employee shall be entitled only to those holidays set forth in Section A above and to no others except by resolution of the Township Committee and such is the case whether a holiday is declared by the President of the United States and/or the Governor of the State of New Jersey.

H. It is clearly understood that casual employees shall not receive holiday pay.

I. All Township permanent, full-time employees except members of the Custodial staff shall have the holidays enumerated in this section off with regular pay. Custodial staff are required to work a full work week as scheduled by their Supervisor, Department Head or by the Township Administrator and will receive compensation in lieu of time off as set forth below. All custodians shall receive twelve (12) paid holidays at the rate of time and one-half of the employees' regular daily rate of pay in lieu of time off. The total amount due in holiday pay shall be divided by the number of pay periods and the resulting amount added to each pay check.

J. AFSCME may submit a recommended day for use of the "floating holiday" in the subsequent year, by providing the recommendation to the Township Administrator by July 1 of the previous year. The Township Administrator will not unduly deny the recommended date.

## ARTICLE 13 VACATION

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

(1) From the beginning of the second year of service through the fifth (5th) year of service - ten (10) working days.

(2) From the beginning of the sixth (6th) year of service through the tenth (10th) year of service - fifteen (15) working days.

(3) From the beginning of the eleventh (11th) year of service through the fifteenth (15th) year of service - twenty-two (22) working days.

(4) From the beginning of the sixteenth (16th) year of service through the twentieth (20th) year of service - twenty-four (24) working days.

(5) From the beginning of the twenty-first (21st) year of service - twenty-eight (28) working days.

Probationary or Permanent part-time employees are eligible on a prorated basis.

B. Supervisors or Department Heads shall schedule the individual vacation days or weeks so that the functions of the Township can be carried on with a minimum of delay or public inconvenience. The employee with the longest continuous service with the Township shall have preference in the assignment of vacation days.

C. An employee with prior approval of his/her Supervisor or his/her Department Head may charge a single day or two against his/her vacation time, but not more than ten (10) vacation days annually shall be used in this manner for that purpose except in emergency conditions.

D. All vacation time shall be used between anniversary dates and shall not be accumulated without prior approval of the Township Administrator and further subject to any special provisions as established by the Township Committee. Carry-over of vacation days are limited to five (5) days which must be utilized within ninety (90) days of the end of the anniversary year. The Township Administrator retains the right to allow or disallow such carryover based upon specific circumstances, with approval limited to unforeseeable and/or emergent circumstances. Vacation time will not be carried forward for the sake of accumulating additional time to be paid upon retirement.

{00631689}

E. It is the policy of the Township that each employee take advantage of the authorized vacation period for reasons of health, rest, relaxation and pleasure and thus extra compensation in lieu of vacation shall not be allowed unless prior authorization shall be obtained from the Township Committee.

F. All employees shall submit requests for vacation at least one (1) month in advance to the Supervisor or Department Head, in duplicate, on the form provided by the Township Administrator for that purpose. After signing his/her approval, the Supervisor or Department Head shall turn the form over to the Township Administrator. An approved copy of the form will be returned to the employee. The Township reserves the right to waive the notice requirement at any time.

G. In those cases where an employee is not directly responsible to a Supervisor or Department Head, all requests for vacation shall be presented to the Township Administrator at least one (1) month in advance of the requested date.

H. When an employee requests permission to use an individual vacation day or part thereof, such requests shall be granted at the discretion of the Supervisor, Department Head or Township Administrator. When permission is sought to use an individual day, the one (1) month notice required under Section F above shall be waived provided that the permission can be granted without affecting the operation of the Department.

I. Emergency conditions to justify the granting of emergency vacation use will be considered separately on an individual basis, notwithstanding the time limitations otherwise set forth above.

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

K. Employees whose employment with the Township is terminated in good standing, shall be entitled to be paid for their accumulated vacation time.

ARTICLE 14  
SICK LEAVE

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

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

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

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

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

F. During protracted periods of illness or disability of an employee or a member of the employee's immediate family, the Township Committee may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending Physician and/or a Township Medical Physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

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

{00631689}

(1) Permanent and Probationary Full-Time Employees. Permanent full-time employees will accumulate paid sick leave during a calendar year at the rate of one and one-quarter (1-1/4) working days per month.

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

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

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

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

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

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

(3) When, in the opinion of the Township Medical Physician, the disability or illness is not of sufficient severity to Justify the employee's absence from duty.

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

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

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

K. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

{00631689}



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

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

N. Pursuant to the Family and Medical Leave Act of 1993 (FMLA), which became effective 8/5/93, employees of the Township of Neptune who have worked for the Township for at least twelve (12) months and have worked at least 1,250 hours over the previous 12 months, are eligible for unpaid, job-protected leave of up to twelve (12) weeks each year for family and medical reasons. FMLA is considered to be a form of sick leave, regardless of the type of time utilized under this section. Employees utilizing FMLA shall not utilize such time for vacation or personal activities. An unpaid leave may be taken for the following purposes:

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

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

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

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

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;

{00631689}

4. Where applicable, a statement that the employee is needed to care for a covered relation and the amount of time needed to care for said person.

Intermittent or reduced leave medical certifications shall state:

1. The dates on which treatment is expected to be given and the duration of such treatment;
2. A statement of the medical necessity for the intermittent or reduced leave schedule and the expected duration;
3. Where applicable, a statement that an intermittent or reduced leave schedule is necessary to care for a covered relation or will assist in the recovery and the expected duration and schedule of the leave.

The Township may require subsequent re-certification on a reasonable basis. Failure to provide any certification is grounds for denial of the leave. If the Township has doubt as to the validity of the certification provided, the Township may require, at its expense, that the employee obtain a second opinion from a health care provider selected by the Township. If the second opinion differs from the first, a third mutually agreeable health care provider shall be selected. The selection of the third physician is to be by mutual agreement or in the event of their failure to reach such agreement, such third physician shall be appointed by the Monmouth County Medical Society. The report of the third physician shall be dispositive of the matter.

If the leave is foreseeable, the employee shall be required to provide at least 30 days notice prior to the leave beginning, where practical.

The employee has the option of utilizing accrued sick leave of up to twenty (20) days per year for leaves under the FMLA.

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

P. Deleted.

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

{00631689}

ARTICLE 15  
SICK LEAVE NOTIFICATION

If an employee is absent from work for reasons that entitle him/her to sick leave, the Department Head or Supervisor shall be notified as early as possible, but no later than 60 minutes prior to the start of the scheduled work shift from which he/she may be or expects to be absent. If the Supervisor is not available then the employee must contact the Police Department. Failure to so notify the Department Head and/or Police Department, absent extraordinary circumstances, may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary actions.

An employee who is absent and does not notify his/her Department Head or some other responsible individual of the Township will be subject to disciplinary action.

{00631689}

ARTICLE 16  
JOB INCURRED INJURY

A. Whenever an employee is involved in an incident whereby the employee may be injured while working, whether slight or severe, the employee must make a report of the incident within eight (8) hours thereof to their Department Head or Supervisor. Notification of an injury must be immediately made by the employee to their Department Head or Supervisor.

B. The Department Head or Supervisor shall be responsible to see that all information concerning the injury is given to the Township Administrator who in turn shall be responsible to notify the insurance company. Any injury that must be reported to the New Jersey Public Employee's Retirement System shall be reported to that system by the employee through the Certifying Agent.

C. Whenever an employee sustains an injury while on duty, it shall be the obligation of the Department Head or Supervisor to make immediate arrangements for examination and medical treatment if necessary or when requested by said employee. In cases of emergency, medical treatment shall be arranged at the nearest hospital facility. Any other examination and/or medical treatment shall be administered by the Township Physician or any other doctor as may be designated by the Township Administrator. When an employee has been released to full duty, all rehabilitation and follow-up visits will be on the employee's time. In cases where the employee has been released to limited or light duty and the Township Administrator has assigned the employee to such a position or task, the employee will be released on Township time to attend rehabilitation sessions and/or follow-up visits with the doctor.

D. When an employee with a work-connected disability is out as a result of the injury for less than the seven (7) day period necessary to qualify for Workmen's Compensation benefits, the Township of Neptune shall pay the employee the rate the employee would receive under Workmen's Compensation for that seven (7) day period or the actual number of days the employee is absent.

E. The Township shall advance to the employee an amount equal to the Workman's Compensation check for any week he/she is absent until the employee begins to receive his/her normal Workmen's Compensation checks. When the employee receives his/her Workmen's Compensation checks the employee agrees to sign over to the Township those number of checks which the employee was advanced by the Township. Failure to sign over the appropriate number of checks to the Township shall subject the employee to immediate dismissal or other disciplinary action.

F. It shall be the obligation of the Department Head or Supervisor to keep records of and to report any loss of time due to work-connected injuries to the Township Administrator and Chief Financial Officer.

{00631689}

G. The Department Head or Supervisor shall make a separate and independent investigation of any and all injuries sustained by an employee under his/her supervision and make a written report thereof to the Township Administrator including any recommendations to avoid a recurrence of said injury.

H. Any employee who sustains a work-connected injury and is eligible for Workmen's Compensation benefits, shall be eligible to receive those benefits provided by said law and in addition shall receive from the Township the difference between his/her regular straight time pay and the benefits provided under the Workmen's Compensation up to a maximum of twenty-six (26) weeks. In the event the employee seeks to extend this additional benefit to his/her work-incurred injury leave beyond the 26 weeks for an additional 26 weeks up to a maximum of 52 weeks total, he/she must present to the Township a medical report indicating the reasons therefore.

(1) The Local and the Township shall consult with each other with respect to any individual cases of employees whose job incurred injury leave appears to be excessive or unwarranted.

(2) The Township may challenge the duration of any such leave whenever it deems it appropriate and may require an employee to, at the Township's expense, under a physical examination by a Township-appointed physician. If the physician's report indicates that the employee is fit to report for duty and the employee disagrees, he/she may undergo a physical examination at his/her own expense by his/her own physician. In the event of a disagreement between the reports of the two physicians, a third physician shall be agreed upon by the Township's Physician and the employee's physician or in the event of their failure to reach such agreement, such third physician shall be appointed by the Monmouth County Medical Society. The report of the third physician shall be dispositive of the matter.

## ARTICLE 17 PERSONAL DAYS

A. All permanent and probationary full-time employees upon completion of twelve (12) months service shall be granted six (6) personal days off annually. Probationary or Permanent part-time employees are eligible on a prorated basis.

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

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

(2) Personal, household, or family matters refer to those situations where an employee's

{00631689}

absence from duty is necessary for the welfare of the employee or his/her family.

C. Emergency Personal days will not be granted on a day immediately to or on the day immediately after a holiday or vacation day.

D. Written request for a personal day shall be made to the Department Head or Supervisor forty-eight (48) hours prior to such leave, unless under emergency conditions it may be granted on request by the Department Head or Supervisor. Emergency personal days, being those granted without the requirement of a forty-eight (48) hour notice, will be limited to two (2) per year. The prior notification time may be waived in the sole discretion of the Township Administrator under emergency circumstances.

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

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

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

## ARTICLE 18 BEREAVEMENT LEAVE

A. In the case of death in the immediate family, an employee shall be granted leave and suffer no loss of regular straight time pay for up to three (3) work days.

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

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

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

{00631689}

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

## ARTICLE 19 WAGES

A. Effective January 1, 2017, the base wage of each employee in the bargaining unit shall be determined based upon the Salary Appendix attached hereto. Employees earning less than \$31,200.00 will receive their placement on the step scale as of January 1, 2017, all other employees will be placed on the salary scale as of their anniversary date. The base salary increase for all employees shall be the step scale, or a 2% increase for those employees whose salaries are in excess of the step scale as provided in the Salary Appendix.

B. Effective January 1, 2018, the base wage of each employee in the bargaining unit shall be determined based upon the Salary Appendix attached hereto. The base salary increase for all employees shall take place on their anniversary date and shall be the step scale and 2% increase for those employees whose salaries are in excess of the step scale as provided in the Salary Appendix.

C. Effective January 1, 2019, the base wage of each employee in the bargaining unit shall be determined based upon the Salary Appendix attached hereto. The base salary increase for all employees shall take place on their anniversary date and shall be the step scale and 2% increase for those employees whose salaries are in excess of the step scale as provided in the Salary Appendix.

{00631689}

D. Effective January 1, 2020, the base wage of each employee in the bargaining unit shall be determined based upon the Salary Appendix attached hereto. The base salary increase for all employees shall take place on their anniversary date and shall be the step scale and 2% increase for those employees whose salaries are in excess of the step scale as provided in the Salary Appendix.

E. Part time employees shall receive the salaries indicated above, pro-rated for the number of hours they work.

F. Employees who receive a change in their job classification will have their compensation for that new classification calculated based upon the New Hire Appendix or their current salary, which ever is greater, unless they are specifically demoted as a result of disciplinary action or at their own request, in which case their salary will be adjusted downward in accordance with the Appendices.

G. The Township may hire new employees based upon the New Hire Appendix in either of three categories based upon the prospective employee's prior experience. The Township may hire an employee at a compensation rate higher than those described in the New Hire Appendix for good cause and in consultation with the Local President and AFSCME Representative. All existing employees will earn at least the minimum as noted in the New Hire Appendix.

H. Excluding any training periods which may be required during the time spent in performing services for the Township in a higher classification than an employee's job level, such employee shall be paid at his/her current pay, plus an additional six percent (6%).

I. New employees shall be hired based upon the New Hire Payscale attached as an Appendix to this agreement. The Township shall have the right to evaluate a new employee or an employee being promoted and place them in the new hire payscale at the level that best describes their experience in that field of work. In no case shall an employee receive less than a six percent (6%) raise when being promoted. This will not be applicable to lateral transfers between positions.



ARTICLE 20  
MILITARY LEAVE

A. Military leave shall be governed by the applicable provisions of the New Jersey Revised Statutes.

B. Leaves requested by employees who are members of the New Jersey National Guard or a military reserve unit in order to meet minimum attendance requirements shall be governed by the applicable provisions of the New Jersey Revised Statutes.

{00631689}

ARTICLE 21  
JURY DUTY

A. Any employee subpoenaed for jury duty shall receive his/her standard daily pay, provided he/she endorses over to the Township of Neptune any compensation check, exclusive of mileage, received by the employee as a juror.

B. Where an employee receives notice of jury duty, he/she shall immediately advise his/her Department Head or Supervisor, who shall in turn notify the Township Administrator and Chief Financial Officer so that his/her absence from his/her job responsibilities may be approved and the receipt of the jury compensation check by the Chief Financial Officer can be assured.

C. Any employee called for jury duty shall be required to return to work when not actively serving on a jury or when released prior to noon time.

ARTICLE 22  
VOLUNTEER SAFETY DEPARTMENTS

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

{00631689}

ARTICLE 23  
UNION EDUCATIONAL LEAVE

1. Officers or delegates designated by the Local to attend Union Conferences or Conventions will be granted time off without loss of pay, to attend such Conferences or Conventions. The total number of days without loss of pay, during the period of this agreement, shall not exceed thirty three (33) days. The Local must notify the Employer at least thirty (30) days in advance of said Conference or Convention. Leave under this section shall be limited to not more than four (4) employees at any one time. Any one employee shall not be entitled to more than ten (10) days of said leave during the period of this agreement.
  
2. Requests by an employee for a leave of absence with pay to attend conferences, seminars and other administrative programs away from the Municipal Complex, dealing with municipal operations and involving more than one day's absence, shall be made to the Township Administrator for approval by the Township Committee. Said request for leave of absence with pay shall identify the days that the program shall run as distinguished from the number of days required for travel and it shall be accompanied by an estimate of the cost that is sought to be charged to the Township of Neptune.

The decision to allow attendance at the aforesaid conferences shall be at the sole discretion of the Township Committee. In those cases where the conference will not extend beyond one day, permission may be granted by the Township Administrator.

ARTICLE 24  
LEAVES OF ABSENCE

A. Leaves of absence without pay for a period of time not to exceed ten (10) work days per year shall be granted with prior approval by the Township Administrator upon a written request from the employee to the Township Administrator and shall be recorded as directed by the Township Administrator.

B. Each employee shall notify his/her Department Head or Supervisor of any intended absence from duty. If it is not possible for the employee to give notice in advance of the working day, the report shall be made by telephone as early as possible on the day the employee will be absent. If it is not possible to notify the Department Head or Supervisor, the employee shall notify the Township Administrator or the Police Department, who shall be responsible to forward said notice to the Department Head or Supervisor. In the event that an employee does not follow the foregoing procedure, the Township Administrator at his/her discretion may take disciplinary action subject to confirmation by the Township Committee. The reason for said leave of absence shall be listed on the time report and other reports relating thereto, with a statement as to whether or not it is approved by the Department Head or Supervisor. The Department Head or Supervisor shall file with the Township Administrator, on a daily basis, all notices of intended absences from duty.

C. An employee must obtain permission to be absent from his/her employment at least twenty-four (24) hours in advance. Failure to obtain a babysitter or lack of transportation shall not be considered an acceptable reason for being absent or late.

D. Where an employee requests permission to use an individual day or part thereof, such request shall be granted at the discretion of the Department Head, Supervisor or Business Administrator.

E. Requests for permission for a leave of absence without pay for other compelling reasons shall be granted by the Township Administrator or the Township Committee on recommendation of the Township Administrator. Any employee desiring a leave of absence without pay will submit a request in writing to his/her Department Head or Supervisor giving the following information:

- (1) The period for which the leave is desired
- (2) The reason for the leave.
- (3) The specific date on which he/she will return to work and upon which he/she can expect to be terminated from his/her employment if he/she has not returned to work or obtained an

{00631689}

extension of the original leave.

The Department Head or Supervisor shall forward his/her recommendation in writing together with the employee's written request to the Township Administrator for presentation to the Township Committee. If the Township Committee approves the leave without pay, the date of said leave shall be recorded in the employee's personnel file. Prior to starting the approved leave without pay, the employee shall arrange with the Chief Financial Officer to pay any benefit payments due during the period the employee is off the payroll. Failure to make these arrangements may result in loss of benefits.

F. On primary election day, any employee who is a candidate of public office, a member of a district board of elections or a county committee member, upon two (2) weeks notification to the Township Administrator, shall be granted a leave of absence without pay.

ARTICLE 25  
ATTENDANCE RECORDS

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

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

{00631689}

ARTICLE 26  
HEALTH AND WELFARE BENEFITS

A. The Township shall provide enrollment in the New Jersey State Health Benefits Program for all permanent and probationary employees who have been on the payroll for two (2) months, at the beginning of the third month of employment. If an employee received his/her permanent appointment after the fifth day of the month, such month shall not be counted as aforesaid. The Township shall pay the full cost, after application of the employee share of health benefits costs as delineated in A. 1. below, of the foregoing program for the employee and his/her eligible dependents. The Township shall have the right to change insurance carriers so long as equivalent or better benefits are provided to those available under the New Jersey State Health Benefits Program.

A.1. Members of the bargaining unit shall make health benefits premium sharing contributions pursuant to the scale set forth by P.L. 2012, c. 2 and P.L. 2011 c.78. Contributions for year 2017 will be based upon 2017 salary utilizing the final phase in rate of said law. Employee contributions for the balance of the term of this contract shall remain at the 2017 level with the exception of those who are promoted, who will pay the same rate as others earning a like amount. New hires will pay at the frozen rate. The 2017 rate will be struck on January 1, 2017 and will increase accordingly when employees receive their 2017 pay increase on their anniversary date. Employees will pay the lesser of the rate struck as described in this paragraph and the regular rate in any subsequent year, should the cost of health benefits decrease.

---

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

(1) Coverage for an unmarried child who attains age twenty-six (26) while covered under the Program may be continued until the end of that calendar year.

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

(3) Stepchild, foster children and legally adopted children may be included, provided they are wholly dependent upon the employee for support and maintenance and are reported for coverage.

(4) In the case of divorce, or where the parentage is not clear, such children may be covered {00631689}



provided that the employee is required to provide for their support and maintenance pursuant to a court order.

(5) A newborn or adopted child must be reported within sixty (60) days to the New Jersey State Health Benefits Program or other insurance provider.

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

C. The Township shall provide enrollment in a Prescription program for all permanent and probationary employees who have been on the payroll for two (2) months, at the beginning of the third month of employment. If an employee received his/her permanent appointment after the fifth day of the month, such month shall not be counted as aforesaid. The Township shall pay the full cost of the foregoing program for the employee and his/her eligible dependents, and shall have the right to change insurance carriers so long as equivalent or better benefits are provided to those currently provided, except that the employee co-payment shall be \$5.00 for Generic Drugs and \$10.00 for Name Brand Drugs. Any employee or beneficiary who will remain on the same prescription for 90 days or longer must submit their prescription through the Township mail order or Internet ordering system. Failure to submit prescription in this manner may result in the employee bearing the full cost of said prescription.

D. The Township agrees to provide the Horizon Blue Cross / Blue Shield dental plan for members of the Local and their families. The Township shall pay the full cost of the foregoing program for the employee and his/her eligible dependents for eligible employees with a date of hire prior to January 1, 1997. The Township will pay the full cost of the managed care programs for eligible employees hired on or after January 1, 1997. Any employee with a date of hire on or after January 1, 1997 who wishes to participate in the Horizon Blue Cross / Blue Shield program may do so by the employee contributing the difference between the Horizon Blue Cross / Blue Shield plan and the primary managed dental care plan for the Township. The Township, and shall have the right to change insurance carriers so long as equal or better benefits are provided to those available under the Horizon Blue Cross / Blue Shield Dental Program in effect on the signing of this agreement.

E. The Township shall provide vision benefits as a deduction to employees payroll. Employee shall bear full cost of program.

F. The Township shall provide a Disability Insurance program substantially similar to the New Jersey Disability Insurance Program for all AFSCME employees. The Township will bear half of the cost of said program, with the balance of costs paid by the employees as a payroll deduction.

{00631689}

**ARTICLE 27**  
**RETIREMENT BENEFITS**

A. All Township employees enrolled in the New Jersey Public Employee's Retirement System shall be subject to the requirements and provisions of the respective plans. In the case of a service or early retirement, employees shall notify the Human Resources Director of their intent to retire at least six (6) months prior to the proposed retirement date.

B. All eligible employees (as determined by the Public Employees Retirement System) shall be enrolled in the appropriate pension program, namely the Public Employees Retirement System or the Defined Contribution Retirement Program.

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

D. An employee having completed the required number of years of service, and having attained the specified age under PERS, PFRS or are retired on approved disability, shall apply for retirement as provided for by the Plan and State Law. Said retirees who were hired by the Township on or after January 1, 2013 who have completed twenty-five (25) years of continuous service with the Township of Neptune, will be provided with hospitalization benefits for the employee and his/her dependents in accordance with P.L. 2012, c. 2 and P.L. 2011 c.78. Retirees hired prior to December 31, 2012 who have completed twenty five (25) years of continuous employment of which at least ten (10) years must be with the Township of Neptune, will be provided with hospitalization benefits for the employee and his/her dependents in accordance with State of New Jersey Statute Chapter 88. In the event the Township changes insurance carriers, substantially similar benefits will be provided. Retiree contributions will be based on the schedules stipulated in Chapter 78 law of June 28, 2011 (P.L 2011, c78)

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

F. Effective June 1, 2005, on retirement, permanent full-time employees with a minimum of fifteen (15) years service to the Township of Neptune (hired prior to June 1, 1990) shall be entitled to one-half day's pay at the rate of pay in effect at the time of retirement for each full day of unused accumulated sick leave up to a maximum of one hundred thirty (130) days' pay, reflecting the accumulation of two hundred sixty (260) days unused sick leave. Permanent {00631689}

part-time employees are eligible on a prorated basis. Prior to June 1, 2005, an employee will be required to work ten (10) years with the Township to be entitled to this benefit upon retirement.

G. Eliminated.

H. Any permanent full-time employee hired on or after January 1, 2006 but before January 1, 2009, upon retirement, with a minimum of twenty-five (25) years service to the Township of Neptune shall be entitled to one-half day's pay at the rate of pay in effect at the time of retirement for each full day of unused accumulated sick leave up to a maximum of one hundred (100) days' pay, reflecting the accumulation of two hundred (200) days unused sick leave.

I. Any employee hired after January 1, 2009, upon retirement, with a minimum of twenty-five (25) years of service to the Township of Neptune shall be entitled to one-half day's pay at the rate of pay in effect at the time of retirement for each full day of unused sick leave up to a maximum of one hundred (100) days pay, reflecting the accumulation of two hundred (200) unused sick leave days, to a maximum payment of \$15,000.00.

## ARTICLE 28

{00631689}

## SHIFT SCHEDULES - CUSTODIANS

The Department Head shall establish a permanent shift schedule. Should the Department Head fail to fill each shift, the Department Head may assign another employee to a shift. Nothing contained herein shall prohibit the Department Head from assigning or reassigning personnel for the normal and efficient operation of the Township.

ARTICLE 29  
LAYOFF AND RECALL

A. Should it become necessary to layoff employees because of lack of work, budgetary limitations or discontinuance of a particular service, the Township shall resort to strict seniority, which means the last employee hired shall be the first employee laid off, so long as the employee retained is qualified to do the work .

B. When the Township recalls the employee, it shall be done in the reverse order of the manner they were laid off, which means the last employee laid off shall be first employee to be recalled, so long as the employee to be recalled is qualified to do the work necessitating the recall. The employees shall remain on the recall list for a minimum of twelve (12) months.

C. Notices must be given in writing to employees and Local representatives.

D. The Township, when recalling laid off employees, shall contact the employee at the employee's last known address and the employee shall have five (5) working days to respond to such recall notice.

E. The Township agrees to give at least forty-five (45) days notice whenever making permanent layoffs, to the Local and the affected members. Notices must be given in writing to the employees and the Local.

F. If a laid-off employee does not accept a recall offer from the Township, said employee shall retain his/her position on the recall list for a period of two (2) years from the date of lay-off.

{00631689}

ARTICLE 30  
COLLECTIVE NEGOTIATION PROCEDURE

A. A maximum of seven (7) employees, but no more than two from any department, shall be excused from his/her normal work duties in order to attend collective negotiation sessions.

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

C. Any employee involved in collective negotiations shall be given a reasonable period of time to report to his/her normal job assignment after the conclusion of the negotiation session. The determination by the employee's supervisor of a reasonable amount of time shall include a sufficient amount of time for the employee to change into a uniform, if appropriate, and/or time for the employee to obtain a meal if it is customary for the employee to have such a meal prior to reporting for duty.

ARTICLE 31  
UNION FACILITIES

The Township agrees to make available to the Local one (1) file cabinet in order to store Local records only. The Township agrees to provide space, at a location agreed upon by the Township Administrator and the Local President, for an AFSCME bulletin board at the Department of Public Works Facility, the Municipal Complex and the Senior Center, upon which AFSCME may place information pertaining to official Union business. The Township will also provide AFSCME with a desk and file cabinet within a Township office to be utilized for AFSCME business during regular working hours.

{00631689}

ARTICLE 32  
WALKIE-TALKIE

The Township agrees to provide a walkie-talkie to custodians working the 12:00 PM to 8:00 AM shift or at such time when the Township Complex is closed due to holidays in observance of holiday schedules. Custodians must carry a Township assigned walkie-talkie or phone at all times.

The Township will install radios or make walkie talkies available for use in all Township owned vehicles, however, a vehicle will not be rendered unusable for not having said radio communications. It shall be the responsibility of the employee assigned to a vehicle to report, in writing to their supervisor, any radio that is not in working condition. The Township will than take appropriate action to repair or replace needed radios. The Township maintains a radio contractor who will repair all radios in accordance with the conditions set forth within the radio repair contract.



ARTICLE 33  
UNION MEETING

Those employees working a shift schedule who are Local Officials shall be permitted to attend the monthly Local meetings up to a maximum of two (2) hours a month, provided such attendance does not, at the discretion of the Department Head, impair the normal operations of the Township.

{00631689}

ARTICLE 34  
PHYSICAL EXAMS

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

The Township will have the right to require physicals on an annual, semi-annual, or some other regular basis, for all CDL licensed employees.

ARTICLE 35  
UNIFORMS

A. Uniforms will be supplied to employees in the Public Works Department and Custodians as follows:

1. New Employees: The Township will supply new uniforms for all new employees hired after the signing of the full agreement.

2. Current Employees: A survey will be conducted by the Township after the execution of the full Agreement with respect to unserviceable uniforms will be turned in and replaced by new uniforms.

3. After the furnishing of new uniforms for new employees and the replacement of unserviceable uniforms for present employees, replacement clothing for all employees will be accomplished under the Township's contract with its uniform supplier.

4. The Township shall provide two pairs of steel-tipped safety shoes, at a cost not to exceed one hundred dollars (\$100.00) per pair, annually on January 1 and July 1 of the respective year, as well as coveralls for necessary employees, and any other equipment required by law. Any employee who requires more than two pairs of safety shoes in one (1) calendar year will be required to provide same at his/her own expense. Safety shoes provided by the employee at his/her own expense must be approved by the Supervisor prior to purchasing.

B. The Township of Neptune reserves the right to not allow any Public Works or Custodial employee to report to his/her assigned job if said employee does not report to work properly dressed in the uniform supplied by the Township. Said employee will not be compensated for the day involved.

C. Employees in the Department of Public Works may wear shorts during the summer season, if permitted by the Township Safety Committee. The period during which shorts may be worn shall be dictated by the Township Safety Committee as will the specifications for the type of shorts which may be worn. Under no circumstances shall cut-off jean shorts be acceptable. However, in the opinion of a supervisor, if there is a safety issue, there may be certain job assignments that require long pants. The Township shall not be responsible for supplying employees with uniform shorts.

D. The Township shall make bug spray available to all employees in the Department of Public Works, Code/Construction Inspectors and Custodians upon request of the individual employee.

E.

{00631689}

## ARTICLE 36 SAFETY EQUIPMENT

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

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

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

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

E. Should an employee break their prescription glasses as a result of a job assignment, the Township will replace the prescription glasses at a cost not to exceed two hundred dollars (\$200.00). This benefit may be utilized no more than once per calendar year. The damage must be a result of a verifiable work assignment in which the glasses were damaged. DPW and custodial staff must wear Township-provided safety goggles as required by their work assignment. The employee must have been wearing all of the necessary safety equipment when the prescription glasses were broken. If the prescription glasses can be repaired, the Township may opt to pay for said repair, at a cost not to exceed two hundred dollars (\$200.00).

ARTICLE 37  
LOCAL RIGHTS

A. All Local members shall be treated fairly and free from harassment from any Township official or supervisor.

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

C. No employee under this Agreement may receive any disciplinary action, without a meeting before the Township Administrator. The employee may be represented by the Local, if requested by the employee. The president of the Local shall be notified of all pending disciplinary actions and any settlement of minor disciplinary action under this section shall be with the approval of the Township Administrator and the Local. After such meeting, the Township Administrator may provide any appropriate discipline to an employee. The Township Committee, in their sole discretion, may choose to conduct a hearing to review disciplinary action. In any instance where an employee is subject to disciplinary action which would result in a suspension or termination, such disciplinary action shall not be implemented for at least three (3) days after the incident occurred. During these three (3) days, the Employer, Employee and if requested by the employee, a Union representative shall confer in an attempt to resolve the matter. The three (3) day waiting period is not applicable in circumstances where the employee has been charged with one or more of the following:

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

D. The Township of Neptune shall furnish the Local with an updated Table of Organization by April 1, of each year. Each Department shall maintain a current seniority list which shall be posted within the regular working area of the department.

E. No employee of this Local shall be required to cross any picket line or do any work on property at any union contracted establishment when they are on strike. This provision specifically excludes municipal commercial property.

{00631689}

F. Notice of all vacancies, except for those positions listed in Appendix B, shall be posted on Local bulletin boards. Job Postings shall be posted in the following manner; job title, department, salary range, hours of work, job qualifications and person to contact.

The president of the Local shall be notified of all new hires eligible for Local membership and any job postings. Notice of all hires, terminations and permanent appointments pertaining to any title in Appendix A, shall be sent to the Local president. Additionally, the Local president and the Council 73 staff representative shall be notified of all disciplinary actions pending against any bargaining unit member. Such notification is not applicable in circumstances where immediate action is required, in accordance with this contract.

All job postings shall be held open for seven (7) working days, except in emergency circumstances as declared by the Township Administrator, where only three (3) working days will be required. In such circumstance, the Local president shall be notified.

All applicants for job postings within the unit shall be personally interviewed prior to appointment of the position. All applicants shall be informed within five (5) working days of a Township Committee resolution to fill a position. Unsuccessful applicant(s) who make a written request to the Township Administrator within two business days of the above notification shall be informed of the basis for the decision within ten (10) working days.

G. Any employee who is required to meet with a supervisor or representative of the Township Committee on a matter which may lead to disciplinary action, shall be notified in advance of the purpose of the meeting and his or her right to have representation at said meeting. Nothing contained in this agreement shall in any way inhibit the right of the Township Administrator from investigating a matter to determine whether disciplinary action may be considered. During the investigation of charges, the employee may request the presence of the Local representative.

H. The Employer will provide the Local, upon request, with a complete set of job descriptions for all positions listed in Appendix A.

ARTICLE 38  
SEPARABILITY AND SAVINGS

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

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

{00631689}

ARTICLE 39  
SENIORITY AND MISCELLANEOUS

A. Seniority - Seniority shall be defined as the total length of service with the Township beginning with the original date of hire. Seniority lists shall be revised no later than January 1st, and July 1st of each year and posted within each department. The list shall contain employee name, date of hire and job classification.

Seniority shall be the determining factor in the selection of vacation and personal time and special work assignments within the department provided that it does not interfere with the Township's right to accomplish the necessary task. In matter of promotions, vacancies or position upgrades, where the qualifications, skill and abilities are equal, as determined by the Township Administrator, seniority shall be the determining factor. It shall be the intention of the Employer to fill promotions, vacancies and lateral transfers from within the bargaining unit before hiring new employees to positions within the unit.

B. Meal Allowance: Effective July 1, 2013 meal allowances for Public Works Employees shall be \$10.00 for breakfast; \$10.00 for lunch; \$12.00 for dinner. This will not prevent the Township from opting to provide meals through other means.

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

D. The Township agrees to appoint one (1) Local representative, as designated by the Local to the Township's Safety Committee.

E. To foster and maintain harmonious labor relations, the Employer and the Local agree to jointly maintain and support a Labor/Management Committee. The Committee shall consider and recommend to the Administration changes in the working conditions. The Committee shall not consider items being grieved, nor will the committee be used to circumvent the grievance procedure. The Committee shall consist of three (3) members designated by the Local and three (3) members designated by the Employer. The Committee shall meet at the request of either the Local or the Township at a mutually agreeable time. The party requesting the meeting shall provide an agenda to the other party no less than five (5) days prior to such scheduled meeting.

F. CDL Licenses - The Township agrees to reimburse employees who are required to maintain a CDL in connection with their employment with the Township for State Division of Motor Vehicles fees and costs related to renewal of said license. Employees must notify their Department Head prior to paying said fees and provide a copy of the renewal notice which will trigger the issuance of a Purchase Order. The employee must then pay the DMV fees and provide a receipt to the Township, accompanied by a signed copy of the voucher. All reimbursements will be made in accordance with the Township Purchasing Policy in effect at the time of reimbursement.

{00631689}



ARTICLE 40  
FULLY-BARGAINED AGREEMENT

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

{00631689}

ARTICLE 41  
DURATION

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

B. The parties agree that the terms and procedures of this Collective Bargaining Agreement shall control over any conflicting provisions of the Township's Personnel Ordinance.

TOWNSHIP OF NEPTUNE

By: Kevin McMillan  
Mayor

Attest: Richard J. Cuttrell, RMC  
Municipal Clerk

American Federation of State, County and Municipal Employees, AFL-CIO  
Neptune Township Local #1844

Forrest Ferguson  
President

Paul Mercantanti  
AFSCME Staff Representative

{00631689}

# **APPENDIX A**

## **Union Titles**

Custodian  
Driver  
Foreman  
Heavy Equipment Operator

{00631689}

## **APPENDIX B**

### **Salary Step Scale**

- a. Step scale provides increases for 15 consecutive years.
- b. Those earning in excess of step scale receive 2% per year increases.
- c. Salary Scale for Drivers and Custodians:
  - 1. 31,200.00
  - 2. 31,200.00
  - 3. 32,185.00
  - 4. 33,391.00
  - 5. 34,644.00
  - 6. 35,943.00
  - 7. 37,291.00
  - 8. 38,689.00
  - 9. 40,140.00
  - 10. 41,645.00
  - 11. 43,207.00
  - 12. 44,827.00
  - 13. 46,508.00
  - 14. 48,252.00
  - 15. 50,062.00
- d. Heavy Equipment Operators earn \$3,500.00 over scale.
- e. Foreman Salary increased to \$68,000.00
- f. Salary increases to minimum will take place on January 1 2017, all other increases will begin on employee anniversary date.

## **APPENDIX C LICENSES / STIPENDS**

In addition to base salaries, employees who attain certain certification, which are relevant to their current job assignment, are entitled to receive a one thousand dollar (\$1,000.00) stipend, which will be added to the employees base pay for future calculation purposes, unless the employee no longer serves in the position for which the license or stipend had originally been intended. In all cases, the Township Administrator must approve the award of a stipend or license increment based upon the Township's need for a certification or professional talent. Pre-approval by Township Administration must be received to be eligible to attend certification classes, sit for a certification exam or otherwise attain a certification. Employees must attain and retain the license or certification to remain eligible for the license/certification pay. It shall be the sole discretion of the Township Administrator as to whether or not a license or certification is needed and if an employee will be paid for same. All licenses and certification shall be one thousand dollars unless otherwise indicated below. The Township has the right to create and maintain stipend positions and set salaries for same in addition to those listed below.

Employee must be regularly providing services for which the stipend is being paid. The Administrator will notify the AFSCME President when vacant stipend positions are going to be filled.

.  
Black Seal License stipend shall be \$500.00.

Pesticide Applicator's Licenses shall be \$1,000.00 per year added to the employees base salary.

Playground Inspector – employee(s) within the DPW, who are properly trained and certified, may be selected to serve as a Playground Inspector. An annual stipend of \$1,000.00 shall be added to the employees base salary.

END OF CONTRACT ###

{00631689}