

Agreement

Between

**TOWNSHIP OF MEDFORD, NEW JERSEY
(DEPARTMENT OF MUNICIPAL UTILITIES)**

WATER AND SEWER EMPLOYEES

and

**INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA**

and its

UAW LOCAL 1612

For the Period

January 1, 2010 through December 31, 2012

**ARTICLE I
AGREEMENT**

THIS AGREEMENT, entered into this 30 day of January, 2010 by and between the Township of Medford, in the County of Burlington, New Jersey, hereinafter designated as "the Township" and The United Automobile, Aerospace and Agricultural Implement Workers of America, and Local Union 1612 UAW Amalgamated (Water and Sewer Employees), hereinafter designated as "Union" represents the complete and entire Agreement between the Township and the Union and supersedes all previous oral or written agreements and understandings between the parties or between representatives of the parties or between representatives of the Township and the individual employees.

Whereas it is the intent and purpose of the parties to promote harmonious relationships, and to promote an orderly manner in resolving disputes, better working conditions, fair wages and benefits, job security and safety on the job.

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

**ARTICLE II
RECOGNITION**

In accordance with the "Recognition of Representation", the Township recognizes the Union as the exclusive collective negotiating agent concerning wages, hours and conditions of employment covered in the aforementioned certification and more specifically, for all Water and Sewer employees including Water and Sewer Operators and Assistant Operators, Mechanics, Linesmen, Millwrights and Utility Equipment Operators, employed by Medford Township, excluding office, clerical, professional, police and supervisors within the meaning of the Public Employees Relations Act.

**ARTICLE III
MANAGEMENT RIGHTS**

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of Township Government and its properties and facilities and the activities of its employees.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or

assignment, and to promote and transfer employees in accordance with the provisions of this Agreement.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To establish reasonable rules and policies to govern and regulate Water and Sewer employees.
5. To lay-off for lack of work or for other legitimate reasons.
6. To introduce new or improved methods and procedures for administering service to Medford Township.

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

ARTICLE IV **DUES CHECKOFF**

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

B. Deductions shall be made out of the employee's first pay of the month and shall be forwarded to the Union no later than the tenth (10th) day of the following month. The normal monthly dues applicable to employees covered under this Agreement as of its effective date is as set forth in the UAW Constitution. Union dues deduction shall be made from all Water and Sewer employees who worked 40 hours or more in a month.

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

D. V-CAP Contributions

- (a) During the life of this Agreement, the Township agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form, provided further however, that the Township will continue to deduct contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form.

- (b) Deduction shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form, together with the provisions of this Section of this Agreement.
- (c) A properly executed copy of the "Authorization for Assignment and Check-off of contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Township before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" forms, which have been properly executed and are in effect.
- (d) Deductions shall be made, pursuant to the forms received by the Township, from the employees the first pay period of the month following receipt of check-off authorization card and shall continue until check-off authorization is revoked in writing.
- (e) The Township agrees to remit said deductions promptly to UAW V-CAP care of the International Union, United Automobile Aerospace and Agricultural Implements Workers of America (UAW), Local 1612. The Township further Agrees to furnish UAW V-CAP with names of those employees for whom deductions have been made, and the amounts deducted for each employee. This information shall be furnished along with each remittance.
- (f) The Union agrees that it will indemnify and hold the Township harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Township in accordance with the terms of this article or in reliance upon the authorization mentioned herein.

ARTICLE V **DISCRIMINATION**

- A. The Township agrees not to discriminate, coerce, or interfere in any way with any employee because of membership or non-membership in the Union, or because of service or activity as an elected or appointed Union representative.
- B. The Township agrees that no employee shall be discharged because of his/her current or prior activity as a member of the Union.
- C. No employee will be discriminated against in any manner, including but not limited to: promotions, job bidding, bumping and layoffs due to race, creed, color, national origin, sex, sexual orientation, age, religion, handicap or veteran status to the extent provided and applicable

under Federal and State laws. The parties agree that they shall not discriminate against an employee or applicant for employment because of a mental or physical disability.

ARTICLE VI

UNION REPRESENTATIVES

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

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

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

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

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

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

ARTICLE VII
GRIEVANCE-ARBITRATION PROCEDURES

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

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

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

D. Grievance/Arbitration Procedures:

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

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

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

The parties may mutually agree to utilize PERC in lieu of AAA as an alternate or option, however, both parties must mutually agree to utilize PERC, otherwise, it reverts back to AAA.

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

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

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

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

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

ARTICLE VIII **HOURS & OVERTIME**

A. The normal working week shall consist of forty (40) hours per week inclusive of lunch, eight (8) hours per day from 7:00 AM until 3:30 PM, five days a week, Monday through Friday. However, the normal workweek may be revised, with the agreement of the Union and the employees involved on a volunteer basis. Employees shall received one-half (1/2) hours of unpaid lunch.

B. Employees will be paid overtime at the rate of time and one half, their hourly rate for all hours worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a work week. For all hours worked on a designated holiday, employees will be paid at the rate of one and a half their hourly rate in addition to holiday pay.

C. Overtime shall be distributed as equitably as possible and all employees shall be subject to work a reasonable amount of overtime when requested by the Township. Individual employees shall have the option to decline overtime opportunities, except in emergencies. The Township shall offer overtime by seniority within the job classification first. If no one in the job classification accepts overtime the Township shall offer overtime to other qualified members of Water and Sewer by seniority. If no Water and Sewer employees agree to perform overtime work or work cannot be performed without additional assistance, the Township shall utilize any other employees or outsource the work as it deems appropriate.

1. The Overtime List will be kept by the supervisor, Shop Steward and a copy of the Overtime list will be forwarded to the Township Manager and the Union.

2. All compensable time off (such as vacation time, holidays, sick time, personal days, and all paid time off, etc.) shall be considered time worked for the purpose of computing overtime pay.

3. The Township will provide, every six (6) months, an overtime list to the Union for each employee. The overtime list will include the number of hours worked and the amount of overtime pay received by employee, classification and department during the six (6) month period.

4. Compensatory Time:

Employees are entitled to accumulate compensatory time in lieu of overtime in the following manner:

a. *Employees with between one-hundred and twenty (120) and two hundred and forty (240) hours of compensatory time on December 31, 2009.*

Employees, who, as of December 31, 2009, have between one-hundred and twenty (120) and two hundred and forty (240) hours of compensatory time shall maintain the amount of compensatory they have currently on the books, unless they utilize hours reducing said amount. Employees with between one-hundred and twenty (120) and two hundred and forty (240) hours of compensatory time will not be permitted to accumulate compensatory time over the amount they have the books as of December 31, 2009. Additionally, every time an employee who has between one-hundred and twenty (120) and two hundred and forty (240) hours of compensatory time, utilized compensatory time, the employee's accumulated compensatory time shall be capped at the lower number after use. For example, if an employee has 199 hours of compensatory time on December 31, 2009, and that employee utilizes eight hours of compensatory time in June 2010 and sixteen hours of compensatory time in October 2011, the employees new cap will be 191 hours starting June 2010, and 175 hours starting October 2011. If any employee does not utilize any of his/her accumulated time during the term of this contract, the employee will continue to be carry the amount of compensatory time accrued as of December 31, 2009. If an employee falls under 120 hours of compensatory time, the employee shall be permitted to accumulate compensatory time to a maximum of 120 hours.

2. *New Employees and Current Employees with less than one hundred twenty (120) hours after December 31, 2009.*

For employees who have less than one-hundred and twenty (120) hours of compensatory time as of December 31, 2009 and for any new hires, those employees shall be permitted to accumulate compensatory time to the maximum amount of one-hundred and twenty (120) hours.

3. *Payout Amounts*

Any compensatory time on the books as of December 31, 2009 shall be paid at the employee's 2009 rate. Any compensatory time accumulated after 2009 shall be paid that rate of the year in which it was earned.

D. Recall to Duty and Call-Ins: Employees called into work on their off days or recalled to duty shall receive a minimum guarantee of two (2) hours compensation at 1 and ½ their hourly

rate of pay in accordance with Section C above for all work performed under such circumstances provided said recall duty is not continuous with the employee's normal shift. The Township shall have the right to assign other work should the emergency or other reason for the call-in be less than the two (2) hour call-in time.

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

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

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

H. The Township agrees to use Township Water and Sewer Utility Operators, when available, to run heavy equipment.

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

ARTICLE IX SENIORITY

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

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

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

- 1) If the employee is discharged for just cause.
- 2) If the employee quits his position for any reason.
- 3) If the employee, after being laid off, fails to report back to work without an excuse acceptable to the Township, within its sole discretion, within four (4) working days, Saturday, Sunday and holidays excluded, after the Township sends a notice by certified mail, return receipt requested, to the employee's last known address instructing him to do so.
- 4) If the employee is laid off for a period of eighteen (18) months.
- 5) Failure to report to work after the expiration of any approved leave of absence.
- 6) If an approved medical leave of absence, including any period of workers compensation disability exceeds eighteen (18) months.

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

E. **Notice of Layoff:** In the event of a layoff the Township will notify the Union and the employee five (5) days in advance showing the number of employees and classifications affected. Employees shall accrue seniority during layoff for a period of eighteen (18) months.

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

F. Layoffs shall take place in inverse order of seniority. For layoffs which would result in the bumping of a less senior employee within the Water and Sewer Bargaining Unit, the employee bumping must have necessary skills and ability to perform the job he is bumping, or acquire such skill and ability during a thirty (30) day trial period. Recalls from layoffs shall be made in the inverse order of layoff by seniority. (i.e., first laid off, last recalled and last laid off, first recalled). Recall rights shall be for eighteen (18) months.

G. The Township agrees to post all job vacancies or new positions on the bulletin board for five (5) working days. If the Township after the posting decides to fill the vacant or new position, the Township will fill the position within twenty (20) working days.

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

ARTICLE X **WAGES**

- A. Wages for this contract shall cover the years 2010, 2011, and 2012. In each year of the contract (effective January 1 of each year) there shall be the following increases:
- a. Effective January 1, 2010 (retroactive) , there shall be a four (4%) percent salary increase.
 - b. Effective January 1, 2011, there shall be a four (4%) percent salary increase.
 - c. Effective January 1, 2012, there shall be a three and one half (3.5%) percent salary increase.
- B. Starting salaries shall be as follows:

Title	Current	2010	2011	2012
Linesman		14.00	14.50	14.50
Sewer Operator (Collection & Treatment)				
Level 1		19.00	20.00	21.00
Level 2		21.50	22.50	23.50
Level 3		24.50	25.50	26.50
Level 4		35.00	36.00	37.00
Water Operator (Treatment & Distribution)				
Level 1		19.00	20.00	21.00
Level 2		21.50	22.50	23.50
Level 3		24.50	25.50	26.50
Level 4		35.00	36.00	37.00
Assistant Sewer Operator		15.75	16.50	16.50
Assistant Water Operator		15.75	16.50	16.50
Millwright		25.00	25.50	25.50
Utility Equipment Operator		15.75	16.50	16.50

Any employee holding more than one license in any Level in addition to the license required for the operator position will be entitled to the following hourly compensation:

- Level 1 \$.25 per license held
- Level 2 \$.50 per license held
- Level 3 \$.75 per license held
- Level 4 \$1.00 per license held

Any employee receiving the above compensation will be required to maintain said license. If for any reason a license is revoked or suspended by the State the employee will be required to notify us immediately and said extra compensation will cease.

Employees employed by the Township whose salaries are less than the starting salaries listed in Paragraph B, shall receive the starting salary.

C. The salary schedule attached hereto as Schedule A states salaries during each year so long as the position continues to be held by the listed employees.

D. Any employee who works twelve (12) consecutive hours, not including the lunch break, in one (1) day will receive a meal allowance of twelve dollars (\$12.00).

E. The Township will continue to provide needed tools and equipment to perform the Water and Sewer duties.

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

G. An employee who performs work in a higher paid classification than his own shall be paid at the higher rate of pay for work performed at a higher rate of pay if the employee works a minimum of four (4) hours in a day after being ordered in writing to do so by a supervisor. An employee who fails to receive an order in writing shall not be paid at the higher rate. For temporary transfers to lower paid classifications the employee shall maintain his/her then current rate of pay.

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

I. The Township shall provide training and vehicles, and shall pay for initial license fees and any exams costs and renewal fees for CDL's, licenses, and exam costs. The Township shall also pay for any required medical exams or physicals for CDL's licensing. Employees may use their own doctors for medical exams or physicals for CDL's, however, the cost of those exams will be the responsibility of the employee.

J. The Township shall provide inoculation for Hepatitis A, B, & C , Tetnus and flu shots.

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

L. Layoff Pay – The Township agrees that in the event that any employee(s) is laid off, said employee(s) shall receive the following severance package:

Years of Employment	Severance
Less than one year of employment	0
One year through five years	15 days
Six years	17 days
Seven years	19 days
Eight years	21 days
Nine years	23 days
Ten years	25 days

Eleven years	27 days
Twelve years	29 days
Thirteen years	31 days
Fourteen years	33 days
Fifteen years	35 days
Sixteen years	37 days
Seventeen years	39 days
Eighteen years	41 days
Nineteen years	43 days
Twenty years	46 days
Twenty-once years	49 days
Twenty-two years	52 days
Twenty-three years	55 days
Twenty-four years	58 days
Twenty-five years or more	60 days

Employees who are laid off will receive Township Contribution towards COBRA for medical, prescription, dental and life insurance for the month they are laid off plus the following:

Years of service	Months
Less than one year	0 months
One year to five years	1 month
Six years to Fifteen years	3 months
Sixteen years or more	4 months.

The Township agree to pay earned and not taken vacation time and personal time the employee is entitled to under the contract for the year of the layoff. Sick leave accumulated for the year in which the layoff takes place shall be paid by the Township.

M. On-Call/Beepers Duty --Employees who are required to carry beepers by the Township on certain weeks shall received the following beeper pay.

2010 -	\$140.00/week
2011-2012	\$175.00/week

Employees who are required to carry beepers are required to respond to any calls received during the week the are assigned to carry same. Failure to respond to beeper calls during a week may result in the forfeiture of the beeper stipend in whole or in part and possible discipline.

ARTICLE XI
NO STRIKE-NO LOCKOUT

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

ARTICLE XII
LEAVES OF ABSENCE WITHOUT PAY

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

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

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

Sick leave, holiday, vacation benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay for a period of thirty (30) days.

If an employee, who has taken a leave of absence does not return to work within 4 days after the leave is finished, he/she shall have resigned their employment.

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

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

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

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

ARTICLE XIII **MISCELLANEOUS PAID LEAVES**

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

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

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

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

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

B. Military Leave:

1. Authority: The authority for this policy is derived from the provisions of N.J.S.A. 38:23-1, et seq. and N.J.S.A. 38A:1-1 et seq. as amended by PL 2001, C. 351.
2. Application: This policy applies to full-time employees who are affiliated with the United States Armed Forces, National Guard, Coast Guard or Organized Militia.
3. Employer's Responsibilities:
 - a. The Township is obligated to release employees for service with the Armed Forces when the employee participates in:
 - (1) Annual Training (Summer Camp)
 - (2) Active Duty of Training (School)
 - (3) Inactive Duty Training Assemblies (Weekend drills)
 - (4) Extended leave of absence for voluntary active duty service (Enlistment)
 - (5) Involuntary call-up

b. Leaves of Absence:

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

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

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

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

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

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

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

4. Employee's Responsibilities:

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

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

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

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

5. Accounting Procedures:

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

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

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

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

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

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

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

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

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

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

D. Union Leave - Training/Seminars: The Township will allow up to two (2) elected Union representatives to participate in UAW training and educational seminars/conferences for three (3) paid leave days in each calendar year of this Agreement subject to prior approval and Township personnel needs.

ARTICLE XIV
HEALTH AND SAFETY

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

B. If the Township is aware of a dangerous safety or health hazard not known to employees the employees involved shall be told of such hazards, the symptoms of possible exposure, necessary medical tests or treatment and what suggested precautionary steps, if any, should be taken. No employees are expected to perform work which exposes them to imminent danger to safety and health.

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

D. The Township will provide any necessary materials, clothing, equipment and personnel to do the job safely.

ARTICLE XV
BULLETIN BOARDS

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

ARTICLE XVI
DISCIPLINE/DISCIPLINARY ACTION PROCEDURE

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

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

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

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

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

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

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

Disciplinary action shall be subject to the grievance procedure.

ARTICLE XVII
UNIFORMS

Following adoption of the Township budget each year, each employee shall receive or be authorized to purchase up to, \$250.00 - 2010, \$300.00 - 2011 and \$300.00 - 2012 for outerwear, boots, shoes and protective clothing, etc. from an approved vendor. The uniforms shall be worn by the employees only at work and shall be maintained by the Township, at no cost to the employee.

ARTICLE XVIII
FAMILY MEDICAL LEAVE

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

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

- 1) the birth or placement of a child for adoption or foster care;
- 2) to care for an immediate family member (spouse, child, or parent) with a serious health condition;
- 3) to take medical leave when the employee is unable to work because of a serious health condition; or,
- 4) a serious health condition, which shall be defined as an illness of a serious and long-term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in an inpatient situation at a hospital, hospice, or residential medical care facility, or would consist of continuing care provided by a licensed health care provider.

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

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

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

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

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

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

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

Employees on Family or Medical leave shall be entitled to maintain group health insurance coverage on the same basis as if he/she had continued to work in the Township. If the employee informs the Township that he/she does not intend to return to work at the end of the leave period the Township's obligation to provide health benefits ends. If the employee chooses not to return to work for reasons other than a continued serious health condition, the Township will require the employee to reimburse the Township the amount the Township contributed towards the employee's health insurance during the leave period.

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

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

An employee who utilizes Family or Medical leave under this policy will be restored the same job or a job with equivalent status, pay, benefits and other employment terms.

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

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

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

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

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

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

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

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

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

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

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

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

- 1) Date when the condition began; expected duration; diagnosis; and a brief statement of treatment.
- 2) If employee is seeking medical leave for his/her own medical condition, certification should also include a statement that the employee is unable to perform the essential functions of the employee's position.
- 3) For a seriously ill family member, the certification should include a statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.
- 4) If taking intermittent leave or working a reduced schedule, certification should include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

ARTICLE XIX HOLIDAYS

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

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

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

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

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

Employees required to work on any designated holiday shall receive one and a half times the rate of pay in addition to the holiday pay.

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

ARTICLE XX **SICK LEAVE**

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

A regular full or part-time employee earns sick leave beginning the first of the month following two full months of permanent employment at the rate of one (1) day per month. Beginning the second year of employment, sick leave will then accumulate at the rate of one and a quarter (1 1/4) days per month worked.

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

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

Sick leave may be utilized for wellness checkups, physicals or dental appointments.

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

Employees who are absent from work for four (4) consecutive days without giving proper notice to the Township will be considered to have voluntarily resigned.

If an employee is absent from work due to illness for a period of four (4) consecutive work days, he/she will be required to furnish a medical certificate from a physician in support of his/her absence from work.

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

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

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

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

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

DISABILITY LEAVE

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

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

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

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

ARTICLE XXI
VACATION/PERSONAL DAYS

VACATION DAYS

Each employee shall accrue vacation time on the following basis:

Starting the first month, following two full months of permanent employment, one is eligible for vacation time as follows:

Beginning the 3rd full month of employment to the completion of 4 years	1 day per month
Beginning of 5th year to the completion of 9 years	1¼ days per month
Beginning of 10th year to completion of 14 years	1½ days per month
Beginning of 15th year to completion of 19 years	1¾ days per month
Beginning of 20th year to completion of the 29 th year	2 days per month
Beginning of 30 th year to retirement	2 ¼ days per month

A day of vacation equates to the number of hours an employee is expected to work in a day, less overtime. Thus, for an employee who is expected to work an eight hour day, a day of vacation is equal to eight hours.

Vacations will be given on a first come, first serve basis by seniority up to two weeks vacation in a year, so long as manpower so allows, provided the employee requests vacation by March 31 of each calendar year. All vacation requested by March 31st in each calendar year that is approved by the Township will be guaranteed unless a natural disaster occurs which requires manpower. Any vacation requested after March 31st in each calendar year will be granted on a first come, first serve basis for all employees. All employees shall submit, in writing, one (1) week in advance of the time they wish to be on vacation. The Township shall determine whether there is enough manpower to authorize a vacation. Any single vacation day needed will be requested 24 hours in advance except for emergencies and/or situations or circumstances out of the control of the employee. Requests for vacation days will not be unreasonably denied. Any unused vacation time

may be carried over until December 31st of the subsequent year or any unused vacation time may be paid to the employee annually (employees will have a choice to carry their unused vacation over or be paid for unused vacation time. Also, employees will be able to carry over portions of unused vacation and/or sell portions of unused vacations annually).

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

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

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

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

If an employee transfers from one department within the Township to another, the vacation leave credits shall also be transferred. The established period of determining vacation credit will be from the employee's date of permanent employment. Vacation credit earned by an employee cannot be transferred to another employee.

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

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

Paid holidays occurring during vacation are not charged to vacation.

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

PERSONAL DAYS

Each employee shall accrue Personal Days on the following basis:

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

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

ARTICLE XXII WORKERS COMPENSATION

A. When an employee is injured on duty he/she shall receive Workers Compensation due him/her plus the difference between the amount he/she received as compensation for temporary disability and his/her normal salary during the period of said disability, the difference to be paid at the discretion of the Township.

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

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

D. Workers Compensation Doctors

When an employee who is entitled to workers compensation, is injured at work or in the course of his duties that person must see the Township of Medford doctor or, in the case of an emergency, must report to the nearest emergency room. To obtain a doctor's name, the employee shall contact the Township's Claims Coordinator.

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

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

E. Reporting Requirements

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

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

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

G. Medication

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

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

H. Complaints

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

ARTICLE XXIII **HEALTH, WELFARE AND FRINGE BENEFITS**

A. The Township of Medford, at its sole cost, shall provide hospital, medical, prescription, dental, and life insurance benefits to employees and their families. Employees will be eligible for hospital and medical benefits beginning the first day after completion of 60 days of service. Employees will be eligible for dental and life benefits beginning the first day of the month after completion of 60 days of service.

B. The Township reserves the right to change health care providers so long as the level of coverage is equal to or better than the levels of coverage currently being provided or equal to the State of New Jersey Health Benefits Program at no cost to the Water and Sewer employees. The Township shall determine whether to utilize the current coverage or the State of New Jersey Health Benefits program. If the Township makes any change in benefits or health care providers it will notify the Union within 30 days so the Union and Township may negotiate with respect to the impact of the proposed change.

C. Any employee breaking or losing prescription eye glasses while in the line of duty shall be reimbursed \$200.00 per occurrence.

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

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

F. The Township shall pay the cost for long-term disability insurance plans for each permanent employee.

G. Employees covered by this Agreement who retire with twenty-five years of service in the State of New Jersey Pension system and with twenty years of service with the Township shall receive health benefits coverage for the employee and eligible dependents at no cost to the employee. Said coverage shall be provided to the employee's eligible dependants are required by New Jersey law. Post retirement health benefit shall cease upon the employee's death for the employee and any eligible dependents.

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

The Township will continue the existing Pension Plan provided and administered by the Public Employees Retirement System (PERS) for the State of NJ for the duration of this Agreement for Medford Township Department of Municipal Utilities/Water and Sewer Works employees, unless otherwise amended or required by law.

ARTICLE XXIV **GENERAL PROVISIONS**

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

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

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

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

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

ARTICLE XXV **SEPARABILITY AND SAVINGS**

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

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

ARTICLE XXVI **PROBATIONARY PERIOD**

All new employees hired after the effective date of this Agreement will be on a probationary period for their first ninety (90) days of employment; after this period the employee becomes covered by this Agreement, and seniority is determined and computed from the initial date of hiring.

ARTICLE XXVII **FULLY BARGAINED PROVISIONS**

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

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

ARTICLE XXVIII **PRINTING OF AGREEMENT**

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

ARTICLE XXIX
SUCCESSOR CLAUSE

This Agreement is operative and binding on any assignee or successor of the Union and the Township of Medford Department of Municipal Utilities/Water & Sewer.

ARTICLE XXX
CONTRACT PERIOD

A. This Agreement is effective January 1, 2010 and shall remain in full force and effect until December 31, 2012.

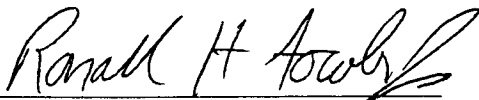
B. If either party gives notice as aforesaid, both parties will start negotiations no later than forty five (45) days after either party gives notice but no sooner than September 1st in the year in which the contract expires.

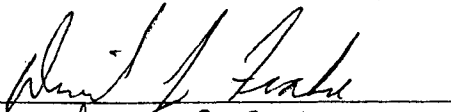
SIGNATURES

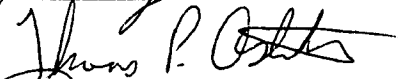
IN WITNESS WHEREOF, the Township of Medford and the Union have caused these Terms and Conditions of Employment to be signed by their duly authorized representatives as of this 30 day of January, 2010.

UAW Int'l Union and

Local 1612 UAW



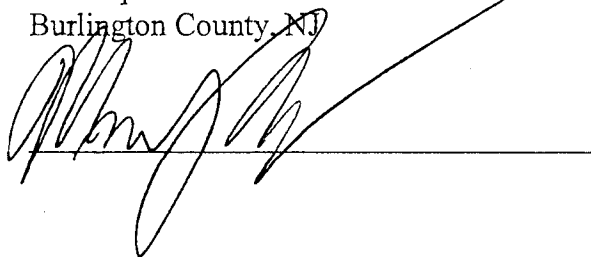






JS:tn
opeiu494

Township of Medford Department of
Municipal Utilities/Water & Sewer
Burlington County, NJ





DENISE MICHELE SCHMIED
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/9/2014

January 30, 2010

TOWNSHIP OF MEDFORD

RESOLUTION 44-2010

**AUTHORIZING EXECUTION OF AGREEMENT
BETWEEN THE TOWNSHIP OF MEDFORD
(DEPARTEMNT OF MUNICIPAL UTILITIES)
WATER AND SEWER EMPLOYEES AND THE
INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA and its UAW LOCAL 1612 (“UAW”)**

WHEREAS, the Township of Medford is a public employer; and

WHEREAS, the Township Council for the Township of Medford recognizes the UAW as the sole union representative of the employees of the Department of Municipal Utilities, Water and Sewer Employees, and

WHEREAS, as part of that recognition the Township of Medford has negotiated its first agreement with the UAW in accordance with the Employer-Employee Relations Act; and

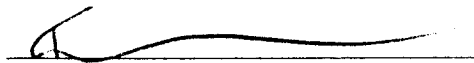
WHEREAS, the negotiations resulted in an amicable agreement, which Agreement has been reduced to writing and is attached hereto and made a part hereof; and

WHEREAS, the Township desires to ratify and enter into the aforementioned Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council for the Township of Medford that the attached Agreement entitled “*Agreement Between the Township of Medford (Department of Municipal Utilities) Water and Sewer Employees and International Union, United Automobile, Aerospace Agricultural Implement Workers of America and its UAW Local 1612*” be and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and is hereby authorized to execute said Agreement.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Council of the Township of Medford, at a meeting held on the 30th day of January, 2010.


Katherine E. Burger, CFO / Township Clerk