

*Local #255  
01/01/01 to 12/31/03*

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE TOWNSHIP OF LITTLE EGG HARBOR  
AND  
UNITED SERVICE WORKERS OF AMERICA, TCU,  
LOCAL 255, AFL-CIO, CLC**

**JANUARY 1, 2001 TO DECEMBER 31, 2003**

*Copy: Billy Anderson, App'l. Assoc., etc., etc., etc., Code Book, etc.*

## PREAMBLE

THIS AGREEMENT entered into by and between the Township of Little Egg Harbor, hereinafter referred to as "Township" or "Employer", and United Service Workers of America, TCU, Local 255, AFL-CIO, CLC, hereinafter referred to as "Union", "Employees", or "Local 255" has as its purpose the establishment of a fair and efficient procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this agreement shall be **January 1, 2001**, except where certain provisions are specifically identified and indicated to take effect on a different date. This agreement shall expire **December 31, 2003**.

## ARTICLE I.

### RECOGNITION

A. Employer hereby recognizes the United Service Workers of America, TCU, Local 255, AFL-CIO, CLC as the sole and exclusive representative of all permanently appointed full-time and permanently appointed part-time building subcode officials/inspectors, electrical subcode officials/inspectors, plumbing subcode officials/inspectors, fire protection subcode officials/inspectors and code enforcement officers. [PERC Docket No. RO-2000-98]

B. The following employees are specifically excepted from eligibility for representation by Local 255 and are not covered by this agreement: all managerial, executive, confidential, and supervisory employees within the meaning of the New Jersey Public Employer-Employee Relations Act; all craft employees, non-professional employees, Police Department employees, casual employees; the construction official; conditionally appointed employees [N.J.A.C. 4A:4-1.4]; provisionally appointed employees [N.J.A.C. 4A:4-1.5]; interim employees [N.J.A.C. 4A:4-1.6]; temporary employees [N.J.A.C. 4A:4-1.7]; employees appointed on an emergency basis [N.J.A.C. 4A:4-1.8]; employees subject to temporary transfers [N.J.A.C. 4A:4-7.1(d)] or emergency transfers [N.J.A.C. 4A:4-7.1(e)]; all other employees.

C. Union acknowledges that the Township is a "merit system jurisdiction" regulated by the State of New Jersey, Department of Personnel (DOP) and, consequently, employees will be subject to the rules and regulations of DOP.

## ARTICLE II.

### UNION DUES DEDUCTION

A. Township agrees to deduct dues from the wages of employees who are covered by this agreement on behalf of Local 255. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(E), as amended from time to time.

B. Dues collected by the Township shall be remitted after each pay period, together with any records of corrections made, to a Union official so designated by the Union Secretary in writing to the Municipal Treasurer.

C. The amount of annual dues for the subsequent year shall be certified in writing to the Municipal Treasurer no later than December 15th every year. Township agrees to adjust dues deductions commencing in January every year provided Union submits the certification as provided for herein by December 15th.

D. Township shall be provided with appropriate dues deduction authorization forms by the Union. Township agrees to process dues deduction for new employees covered by this agreement who are appointed throughout the year upon notice from the Union.

E. Township will implement a fair share representation fee equal to eighty-five percent (85%) of the Union dues, initiation fees and assessments, which fees shall be withheld in accordance with applicable law.

F. Union shall indemnify and hold the Township harmless from liability resulting from, arising out of or caused by dues deductions or fair share representation fee deductions.

## ARTICLE III.

### CONTRACTUAL NEGOTIATIONS & TIME TO PROCESS GRIEVANCES

A. When negotiations are scheduled during normal working hours the local representative (e.g., chairperson, president or shop steward) of Local 255, or his or her designee, shall be granted time off with no loss in regular pay when such time is necessary to negotiate with the Employer's representatives. Total accumulated paid leave time in accordance with this subsection shall not exceed sixteen (16) hours. Under no circumstances shall negotiation activities result in the earning of cash or compensatory overtime.

B. The local representative (e.g., chairperson, president or shop steward) of Local 255, or his or her designee, shall be granted time off with no loss in regular pay during normal work hours when such time is necessary to process a grievance filed by a covered employee or the Union on behalf of a covered employee. All such leave time shall be approved in advance by the Township Administrator. Under no circumstances shall grievance activities result in the earning of cash or compensatory overtime.

## ARTICLE IV.

### HEALTH CARE

Employer will provide health insurance coverage to permanent full-time covered Employees in accordance with the following provisions:

1. Employer will provide medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as set forth in this Article to an employee, employee's spouse and employee's eligible dependents. Effective on or about July 1, 2001, medical and hospitalization coverage shall be provided by Employer solely through a PPO (Preferred Provider Organization) plan and dental and vision coverages may be provided through a PPO at Employer's option.
2. Employer reserves the right to change these coverages, including the right to change health insurance carriers, health care insurance plans, or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the Employer provided, however, that there is no reduction in the level of benefits that are in effect on the 2001 renewal date and Employer provides Local 255 forty-five (45) days notice in advance of such change(s). At the time of notice Employer shall provide Local 255 with the plan documents of both the in-force plan and the proposed plan. In the case of any new health care insurance plan said plan shall provide equivalent or better coverage than the predecessor plan.
3. A PPO plan summary chart listing the deductibles, co-payments, and out-of-pocket limits, and other key features of the PPO plan is attached hereto as a schedule to this agreement.
4. Cost Containment: Union and Employer recognize the rising costs related to health care in general and to health care insurance in particular. In order to help contain these rising costs and ensure the Employer's ability to continue providing Employees health care insurance, Employees agree to the following cost containment measures:

a. An Employee shall be ineligible for the health care insurance provided for in this Article in the event that the Employee's spouse is employed by or

retired from the Township of Little Egg Harbor, Little Egg Harbor Township Municipal Utilities Authority, Little Egg Harbor School District, or Pinelands Regional School District and he or she is entitled to health care insurance under which the Employee is covered. In any circumstance where the spouse's health care insurance does not include one or more of the types of coverages offered by Employer (*i.e.*, medical and hospitalization, prescription drug, dental, or vision), the Employee shall be entitled to enroll in Employer's plan for that type of coverage. For example, if a spouse is entitled to medical and hospitalization and prescription drug coverage, but not dental and vision coverage, through one of the public employers mentioned above, the Employee may enroll in Employer's dental and vision plans.

b. An Employee shall be ineligible for the health care insurance provided for in this Article in the event that the Employee's spouse is entitled to substantially similar health care insurance through an employer other than the public employers mentioned above. In any circumstance where the spouse's health care insurance does not include one or more of the types of coverages offered by Employer (*i.e.*, medical and hospitalization, prescription drug, dental, or vision), the Employee shall be entitled to enroll in Employer's plan for that type of coverage.

c. Any Employee who is ineligible for all or part of the health care insurance coverage provided for in this Article as set forth in subparagraphs (a.) or (b.) above shall receive the annual waiver payment provided for by Chapter II, Section 2-30, of the Township Code and Resolution #98-231 (the latter adopted "The Guidelines for the Voluntary Health Care benefits Waiver Program") and any amendments that may be made thereto from time to time.

5. Retirement: Employer agrees to pay all of the premiums related to providing medical and hospitalization coverage, prescription drug coverage, and vision coverage for an Employee who has retired after 25 years or more of service credit in a State or locally administered retirement system and a minimum period of service of 20 years with Employer at the time of retirement in accordance with the following provisions:

a. This benefit shall not apply to any former Employee who retired on or before January 1, 2001.

b. A retired Employee may enroll a spouse and/or dependents; provided, however that the retired Employee assumes and pays the entire cost

of such coverages for his or her spouse and/or eligible dependents.

c. This benefit shall terminate at such time as the retired Employee reaches an age which qualifies him or her for Medicare. A spouse and/or an eligible dependent shall likewise become ineligible for these benefits at such time as s/he reach an age which qualifies the spouse or eligible dependent for Medicare.

d. The cost containment provisions contained in Sections 4(a), 4(b), and 4(c) of this Article shall apply to retired Employees except that the waiver payment shall not exceed \$3,000.00 annually.

e. A retired employee's entitlement to all or any part of the health insurance coverages provided to non-retired employees shall be limited to the types of plans and coverages, including, but not limited to, the deductibles, co-payments, and out-of-pocket limits, contained in the health care insurance plans of the same type provided to employees who have not retired.

6. For purposes of this Article, a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than 35 paid hours per week.



## ARTICLE V.

### VACATION

A. Effective January 1, 2001, Employees shall be entitled to the following annual vacation leave, with pay:

#### Eligibility

1. New permanent, full-time employees shall only receive one working day (*i.e.*, 8 hours) for the initial month of employment if he or she begins work on the 1st through the 8th day of the calendar month, and one-half working day (*i.e.*, 4 hours) if he or she commences employment on the 9th through 23rd day of the month.

2. After the initial month of employment and up to the end of the first calendar year (*i.e.*, December 31st), Employees shall receive one working day after each month of service. Thereafter, Employees shall receive annual paid vacation leave as follows:

(a.) From the beginning of the first full calendar year (*i.e.*, January to December) of employment up to and including the 4th calendar year of continuous service, 12 working days; and

(b.) From the beginning of the 5th full calendar year of continuous service and thereafter, 15 working days.

3. Covered Employees shall be credited their annual paid vacation leave at the beginning of each calendar year, in anticipation of continued service, commencing on January 1st of their first full calendar year of employment.

4. Permanent, part-time employees shall be entitled to a proportionate amount of annual paid vacation leave.

5. For purposes of this Article; a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than 35 paid hours per week.

B. Vacation requests of five (5) or more work days require fifteen (15) calendar days notice. Vacation requests less than five (5) work days require seven (7) calendar days notice. An Employee's Department Head or immediate supervisor may waive these notice requirements under appropriate circumstances. However, vacation leave shall be scheduled based upon the needs of the particular department or office together with seniority when there is a conflict in vacation leave requests. To that end, Employees shall submit a proposed vacation schedule to their Department Head or immediate supervisor not later than December 31st for the next calendar year. When in any calendar year the vacation leave or any part thereof is not granted because of business necessity such vacation leave, or parts thereof, not granted shall accumulate and shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave.

C. An Employee may request to receive his or her pay check for the dates of the vacation leave on the pay date which immediately precedes the scheduled vacation.

D. Should an Employee be laid off, retire, or otherwise separate in good standing from employment with the Township, he or she shall be compensated for unused earned vacation leave time. Upon the death of a covered Employee, unused earned vacation leave shall be paid to the estate of the deceased Employee. Vacation leave is considered earned on a monthly basis even though the leave time may be credited on January 1<sup>st</sup> each year.

E. An Employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

F. Vacation leave time shall not accrue and is not included in calculating years of continuous service during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a military leave, furlough extension leave or voluntary furlough).

G. Vacation leave credits shall not accrue after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other paid leave.

H. A covered Employee may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned vacation leave time. Employer will consider said requests in accordance with an established policy as set forth in the Employee Guide to Policies and Procedures. Under said policy Employee may be reimbursed for not more than one year (e.g., 12 days) of unused earned vacation leave time in the discretion of the Employer.

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

## ARTICLE VI.

### HOLIDAYS

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

1. New Year's Day
2. Lincoln's Birthday
3. Presidents Day
4. Good Friday
5. Memorial Day
6. Primary Election Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veterans Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day
15. Martin Luther King Day

B. Holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday.

C. Permanent, part-time employees shall not be entitled to paid holiday leave time.

D. For purposes of this Article, a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than 35 paid hours per week.

E. In the year 2001 only, Kirk Kremer and Louis Fischer and John DeLucia shall be entitled to two (2) floating holidays in consideration for having worked or used leave time on Martin Luther King Day and Primary Election Day before this collective bargaining agreement was finalized and approved. These floating holidays shall be used on or before December 31, 2001.

**ARTICLE VII.**  
**SICK LEAVE**

A. Sick leave shall be defined as the absence of an Employee from duty because of non-occupational related illness, accident, injury, disability or exposure related to a contagious disease or an absence, for a reasonable period of time, due to the serious illness of a member of the Employee's immediate family [see, N.J.A.C. 4A:6-1.3(g)(3)].

B. Employees shall be entitled to the following annual paid sick leave benefits:

1. New permanent, full-time employees shall only receive one working day (*i.e.*, 8 hours) for the initial month of employment if he or she begins work on the 1st through the 8th day of the calendar month, and one-half working day (*i.e.*, 4 hours) if he or she commences employment on the 9th through 23rd day of the month.

2. After the initial month of employment and up to the end of the first calendar year (*i.e.*, December 31st), Employees shall receive one working day after each month of service. Thereafter, at the beginning of each calendar year (*i.e.*, January to December) in anticipation of continued employment, Employees shall receive 15 working days.

C. Permanent, part-time employees shall be entitled to a proportionate amount of annual paid sick leave.

D. For purposes of this Article, a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than 35 paid hours per week.

E. A covered Employee who does not utilize his or her annual sick leave, or any part thereof, may accumulate such unused sick leave time from year to year in accordance with N.J.A.C. 4A:6-1.3(f).

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

G. Paid sick leave time shall not accrue during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a furlough extension leave or voluntary furlough).

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

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

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

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

(2.) Absence without notice and approval for five (5) consecutive days shall constitute a resignation not in good standing in accordance with N.J.A.C. 4A:2-6.2.

K. In the event of an absence more than two (2) work days, the Township Administrator or Department Head may require proof of illness, accident, disability, injury or disease from Employee when Employee uses sick leave time. Abuse of sick leave may be cause for disciplinary action. In all cases of reported illness, accident, disability, injury or disease, the Township reserves the right to direct Employee to submit to examination by a Township designated physician at the Township's expense as a condition of the Employee's continuation of sick leave or return to work.

L. Any employee using paid sick leave, except paid sick leave being used for the care of an immediate family member as family leave or serious

illness leave, shall be confined to his or her designated domicile during the employee's scheduled shift, excepting periods of hospitalization and examinations or attendance at a doctor's office, medical facility, or drug store for purposes of obtaining medications.

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

N. A covered Employee may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned sick leave time. Employer will consider said requests in accordance with an established policy as set forth in the Employee Guide to Policies and Procedures. Under said policy Employee may be reimbursed for not more than one year (e.g., 15 days) of unused earned sick leave time in the discretion of the Employer.

O. Sick leave time utilized by an employee shall not be considered work time for purposes of calculating overtime.

**P. Supplemental Compensation on Retirement ("SCOR"):**

1. Upon separation from employment, Employer shall compensate Employee for unused sick time ("SCOR") based on retirement from a pension system administered by the State of New Jersey [PERS].

a. Employees who are removed for cause after an opportunity for a disciplinary appeal hearing before the Office of Administrative Law shall not be eligible for SCOR. An Employee who retires in lieu of removal shall not be eligible for SCOR unless otherwise agreed to by the Employee and Employer in accordance with a duly approved disciplinary settlement agreement.

b. Employees who retire as the result of accidental or ordinary disability shall be eligible for SCOR.

c. Employees who elect deferred retirement, or whose separation from employment is not based on retirement, shall not be eligible for SCOR.

d. In the case of an Employee who would be eligible for a non-deferred retirement but who dies prior to retirement, the estate of the deceased Employee shall be eligible to receive the SCOR payment as if the Employee had retired regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.

2. SCOR shall be computed at the rate of one-half the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of retirement. The daily rate shall be based upon the average annual compensation received during the last full year of active employment prior to the effective date of retirement.

a. Overtime pay and other supplemental pay shall be excluded from the computation.

b. Periods of leaves of absence without pay shall be excluded from the computation.

c. The maximum amount of SCOR shall be \$18,000.00.

3. In the event of an Employee's death after the effective date of retirement but before payment of SCOR is made, payment shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.

4. Payment of SCOR shall in no way affect any pension or retirement benefits for which a retired Employee is eligible.



Q. Terminal Leave

1. An Employee who has 25 years or more of service credit in a State or locally administered retirement system and a minimum period of service of 20 years with Employer at the time of retirement may choose to exercise terminal leave in accordance with this section.

2. Upon certification by Employer of the number of days of earned and unused accumulated sick leave, an Employee who is eligible in accordance with the preceding paragraph, may choose to use not more than thirty (30) days of earned and unused accumulated sick leave time as terminal leave. Coordination of terminal leave and SCOR shall be processed by Employer in the following manner:

Step 1. Certify number of days of earned, unused accumulated sick leave time.

Step 2. Deduct number of days (not more than 30 days) of terminal leave.

Step 3. Calculate SCOR payment based upon balance of sick leave days.

Example:

Step 1: 100 days

Step 2: 30 days terminal leave at full current rate of pay

Step 3: Calculate SCOR payment based on 70 days

ARTICLE VIII.

WAGES

WAGE SCHEDULE.

A. Effective January 1, 2001, the starting rates of pay for covered Employees shall be as set forth in "Schedule A" attached hereto and made a part hereof.

B. Employer reserves the right to negotiate starting rates of pay with candidates for employment in accordance with the ranges provided for in "Schedule A".

C. Effective January 1, 2001, the wages for covered Employees shall be as set forth in "Schedule A".

## ARTICLE IX.

### WORK WEEK AND WORK SCHEDULES

#### A. Covered Full-Time Employees:

1. A regular workweek consists of thirty-five (35) or more paid hours for full-time employees and is generally forty (40) paid hours. The Township Administrator, Department Head or immediate supervisor may schedule Employees to work on any day Monday through Friday.

2. A regular workday commences at 8:30 a.m. and terminates at 4:30 p.m. each work day. The Township Administrator or Department Head may temporarily schedule any Employee to work different hours or a different shift provided forty-eight (48) hours advance notice is given to the affected employee. The Township Administrator or Department Head may permanently change any Employee's work schedule upon two (2) weeks notice to the affected Employee.

3. An Employee shall be entitled to two (2) paid fifteen minute breaks, subject to subparagraph 5 below, at any time during the day subject to the approval of his or her immediate supervisor.

4. Employees shall be allowed one (1) paid hour for a meal break, subject to subparagraph 5 below, each day to be scheduled by the Employee's immediate supervisor or Department Head.

5. The paid meal break provided for above is conditioned upon an Employee actually working at least 6<sup>1/2</sup> hours during the workday. Each paid fifteen break is conditioned upon an Employee actually working 4 hours during the work day.

#### B. Covered Part-Time Employees:

1. A regular workweek consists of less than thirty-five (35) paid hours. The Township Administrator, Department Head, or immediate supervisor may schedule part-time Employees to work on any day Monday through Saturday.

2. The regular workday shall be determined in the sole discretion of Employer depending upon the needs of the subject office or department and the availability of the Employee. A part-time Employee is generally expected to work flexible hours and shifts.

3. A part-time Employee shall be entitled to one (1) paid fifteen minute break, subject to subparagraph 5 below, for each 4 hour block of continuous work subject to the approval of his or her immediate supervisor.

4. A part-time Employee is not entitled to a paid meal break.

C. For purposes of this Article, a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than 35 paid hours per week.

**ARTICLE X.**

**CALL IN TIME AND OVERTIME**

A. Should an Employee be called in to work on a day designated as a paid holiday, Employee shall be paid two (2) times Employee's regular rate of pay. Employees called in to work on a Sunday shall be paid one and one half (1 1/2) times the Employee's regular rate of pay.

B. Overtime shall be considered all work authorized by the Township Administrator or Department Head in excess of forty (40) hours per week (the pay week is Wednesday through the following Tuesday but is subject to change with notice to Employees) and shall be compensated at the rate of one and one-half (1 1/2) times the Employee's regular rate of pay.

C. Overtime shall be paid in the form of cash payments and not compensatory time.

D. Overtime shall be paid currently.

E. Sick leave utilized by an Employee during the pay period shall not be calculated when determining whether an Employee has worked in excess of forty (40) hours.

## ARTICLE XI.

### LEAVES OF ABSENCE

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

1. Bereavement Leave. In the event of a death in the immediate family of the Employee, which shall be defined as spouse, parent, spouse's parents, children, brother, sister, grandparents, and stepchildren, the Employee shall be granted up to forty (40) hours leave of absence with pay. Employer may require verification of the need for bereavement leave. In the event an Employee is on an approved leave of absence, including a workers compensation leave, exceeding thirty (30) days the Employee shall not be entitled to the bereavement leave benefit provided for herein during the period of approved leave.

2. Personal Leave. Employees shall be entitled to forty (40) hours paid personal leave per annum, non-cumulative. No reason need be given other than said days are being taken under this Article. Except in cases of emergency, an Employee shall give five (5) work days advance notice of his or her intent to take said personal days.

3. Jury Duty. Employees shall be granted a leave of absence when required to report for jury duty and shall be paid the difference between any compensation received for jury duty and Employee's regular pay excluding meal breaks.

4. Workman's Compensation. An employee who suffers an occupational illness or injury approved by Employer's worker's compensation carrier, which prevents the employee from performing his or her duties, shall be entitled to a paid leave of absence at full regular pay for the period s/he is unable to perform his or her duties, to a maximum of three (3) months per incident. During this period of time all temporary disability benefits received by the employee under the provisions of the New Jersey Worker's Compensation Act shall be paid over to the township. Thereafter, the employee shall be entitled only to the benefits provided by the Worker's Compensation Act.

5. Permanent, part-time employees shall not be entitled to bereavement leave, personal leave, paid jury duty leave or the enhanced

worker's compensation benefit set forth in paragraph 4 above.

B. Unpaid Leave Of Absence:

1. Education: After completion of one year of employment, permanent, full-time Employees may, upon written request, be granted a leave of absence, without pay, for educational purposes. The Employer shall have the right in its discretion to determine what constitutes educational purposes and to establish the terms and conditions of the leave.

2. Family Leave: Employees shall be eligible for unpaid "family leave" or "medical leave" in accordance with State and Federal statutes and regulations ("Family Leave Act" and "Family and Medical Leave Act"). Employees may coordinate use of available paid leave in conjunction with the rights accorded under the state and federal laws.

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

C. For purposes of this Article, a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than 35 paid hours per week.

D. Use of paid leave time, including sick leave, vacation leave, and the paid leave available in accordance with this Article shall be reported, utilized and deducted on an hourly basis (e.g., "8 hours", not "1 day") and shall be rounded up to the nearest quarter of an hour (e.g., "1.25 hours", "2.50 hours", "4.75 hours", "3.00 hours", not "1.10 hours", "2.30 hours", or "5 hours 50 minutes").

## ARTICLE XII.

### GRIEVANCE PROCEDURE

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

Step 1: Employee, or Employee's duly designated representative at the request of the Employee, shall take up the grievance with the Department Head by filing a written grievance within fourteen (14) calendar days from the date of the occurrence giving rise to the grievance or the date Employee should reasonably have known of the grievance. Failure to file the written grievance within said period of time shall be deemed an abandonment of the grievance and there shall be no further appeal or review. The Department Head shall attempt to adjust the grievance informally but shall respond in writing to Employee or Employee's representative within seven (7) calendar days after receiving the grievance in the event the grievance cannot be resolved informally.

Step 2: If Employee's grievance is not resolved to Employee's satisfaction at Step 1 by the Department Head or if no response is provided by the Department Head within the time allowed, the grievance may be presented in writing by Employee or Employee's representative to the Township Administrator within seven (7) calendar days from the date Employee receives the response of the Department Head or should have received same in the event no response was provided. A Step 2 response shall thereafter be served upon Employee or Employee's representative within seven (7) calendar days from the date of receipt of the grievance by the Township Administrator.

Step 3:

a. If Employee's grievance is not resolved to Employee's satisfaction at Step 2 by the Township Administrator or if no response is provided by the Township Administrator within the time allowed, Union shall have the right to binding arbitration in accordance with the provisions of this Agreement by filing a request for binding grievance arbitration with the Public Employment Relations Commissions (PERC) within thirty (30) calendar days from the date



Employee receives the Township Administrator's response or the date the response should have been provided in the event no response is provided by the Township Administrator.

b. PERC, in accordance with its rules and regulations, shall be requested to arrange for the appointment of an arbitrator or panel of arbitrators, who shall have power to hear and determine the dispute between the two parties. The arbitrator shall have the authority to hear and determine the grievance and his/her decision shall be binding on the parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) calendar days after the hearing has been closed. The expense of the arbitrator shall be borne equally by both parties. All other costs shall be paid by the party incurring same.

1. The parties may request the arbitrator to decide, as a preliminary issue, whether s/he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall not be permitted to hear and decide more than one (1) grievance at a time.

3. The arbitrator shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto.

4. The decision of the arbitrator shall be in writing and shall include a statement of reasons for such decision.

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

## ARTICLE XII.

### GRIEVANCE PROCEDURE

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

Step 1: Employee, or Employee's duly designated representative at the request of the Employee, shall take up the grievance with the Department Head by filing a written grievance within fourteen (14) calendar days from the date of the occurrence giving rise to the grievance or the date Employee should reasonably have known of the grievance. Failure to file the written grievance within said period of time shall be deemed an abandonment of the grievance and there shall be no further appeal or review. The Department Head shall attempt to adjust the grievance informally but shall respond in writing to Employee or Employee's representative within seven (7) calendar days after receiving the grievance in the event the grievance cannot be resolved informally.

Step 2: If Employee's grievance is not resolved to Employee's satisfaction at Step 1 by the Department Head or if no response is provided by the Department Head within the time allowed, the grievance may be presented in writing by Employee or Employee's representative to the Township Administrator within seven (7) calendar days from the date Employee receives the response of the Department Head or should have received same in the event no response was provided. A Step 2 response shall thereafter be served upon Employee or Employee's representative within seven (7) calendar days from the date of receipt of the grievance by the Township Administrator.

Step 3:

a. If Employee's grievance is not resolved to Employee's satisfaction at Step 2 by the Township Administrator or if no response is provided by the Township Administrator within the time allowed, Union shall have the right to binding arbitration in accordance with the provisions of this Agreement by filing a request for binding grievance arbitration with the Public Employment Relations Commissions (PERC) within thirty (30) calendar days from the date

Employee receives the Township Administrator's response or the date the response should have been provided in the event no response is provided by the Township Administrator.

b. PERC, in accordance with its rules and regulations, shall be requested to arrange for the appointment of an arbitrator or panel of arbitrators, who shall have power to hear and determine the dispute between the two parties. The arbitrator shall have the authority to hear and determine the grievance and his/her decision shall be binding on the parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) calendar days after the hearing has been closed. The expense of the arbitrator shall be borne equally by both parties. All other costs shall be paid by the party incurring same.

1. The parties may request the arbitrator to decide, as a preliminary issue, whether s/he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall not be permitted to hear and decide more than one (1) grievance at a time.

3. The arbitrator shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto.

4. The decision of the arbitrator shall be in writing and shall include a statement of reasons for such decision.

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

**ARTICLE XIII.**

**STRIKES & LOCKOUTS**

A. In addition to any other restrictions under the laws of the State of New Jersey or United States of America, Employees and Union will not cause a strike or work stoppage of any kind, nor will Employees or Union take part in a strike, intentional slow down in the rate of work, or in any manner cause interference with, or stoppage of the Employer's work, provided the Employer follows the grievance procedure for which provision is made herein.

B. Employer shall not cause a lockout.

## ARTICLE XIV.

### MANAGEMENT RIGHTS

A. Except as abridged, limited or modified by the terms of this Agreement, Employer may exercise all rights, powers, duties, authorities and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of New Jersey and the United States of America.

B. Except as abridged, limited or modified by the terms of this Agreement, all such rights powers, duties, authorities, responsibilities and prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of Employees, are retained by the Employer.

C. The Township Administrator may, at his/her discretion, curtail all non-essential activities within the confines of the municipal complex and other public facilities during times of weather related or other uncontrolled situations and require those non-essential employees to use their leave time, during such times without due recourse of those essential employees required to remain at their normal assignments. Those non-essential employees who, for whatever reason, request and are permitted to remain at their normal assignments during such curtailment, may do so without additional compensation.

D. The Township of Little Egg Harbor retains and reserves unto itself the executive, management, and administrative control of the Township Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township.

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

F. The Township of Little Egg Harbor retains and reserves unto itself the right of management to make such reasonable policies and procedures and rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the departments and offices after advance notice thereof to the employees.

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

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

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

## **ARTICLE XV.**

### **GENERAL PROVISIONS**

A. Upon the approval of the Township Administrator, Employees shall be given time off with pay in order to attend continuing education courses. Said courses must relate to certification(s) that have been approved by the Township Administrator and directly relate to Employee's job duties.

B. The Township shall reimburse an Employee if he or she is required to attend a court or court-related matter on behalf of Employer for using his or her own personal vehicle at the rate of thirty-two and one half (32.5) cents per mile plus tolls.

C. Employee shall have access to his or her personnel file at reasonable times under the supervision of the Township Administrator or Municipal Clerk. Employee shall receive a copy of all evaluations, letters, etc., which are placed in his or her personnel file. Should Employee receive a verbal or written reprimand, Employee shall have the reprimand removed from the personnel file following a period of eighteen (18) months from the date of the reprimand, provided that Employee has not engaged in any infraction of a similar nature during the eighteen (18) month period.

D. Employee shall be entitled to receive one copy of this Agreement.

E. This Agreement shall survive any change in the form or type of government in Little Egg Harbor Township without necessity for renegotiation in part or in whole.

F. No form of discipline or reprimand shall be done in such a way as to intentionally cause embarrassment to an Employee.

G. Employees may not appeal minor disciplinary action through the grievance and binding arbitration procedure contained in Article XII. Minor discipline shall include verbal or written reprimands, and suspensions of five (5) or less days. Employees may seek a review of minor disciplinary actions in accordance with the following procedures:

#### **Minor Discipline Review Process**

1. Upon receipt of a notice of minor disciplinary action (excepting verbal

reprimands/counselings) the employee should make an effort to resolve the matter with his or her supervisor or Department Head prior to requesting a review as provided for herein. In the event, the matter cannot be resolved with the supervisor or Department Head the employee may request a review of the action taken by submitting a written request to the Township Administrator. The request shall be submitted to the Township Administrator within five (5) work days from the employee's receipt of the notice of minor disciplinary action.

2. Upon receipt of a written request for review of the minor disciplinary action taken the Township Administrator shall form a Minor Discipline Review Committee, as set forth below, within ten (10) work days of receipt of the written request. The chairperson of the Minor Discipline Review Committee will convene an informal meeting between the committee and the employee to be held within ten (10) work days from the date the committee is formed.

3. The Minor Discipline Review Committee shall be comprised of three (3) supervisory or management level employees, excluding any supervisor or manager in the Department of Community Development & Planning. The three (3) committee members shall be selected by the employee and Township Administrator but if any dispute arises in the selection of the members the Township Administrator shall form the committee.

4. The Township Administrator shall designate one (1) member to act as chairperson of the committee.

5. The chairperson shall preside over the informal meeting with the employee. The rules of evidence shall not apply but the committee may call witnesses or call for files, documents, records or papers pertinent to the matter including witnesses and/or documents requested by the employee.

6. There shall be no *ex parte* communications between the committee members and the employee or the employee's supervisor or manager prior to or during the informal meeting.

7. The meeting shall not be recorded.

8. The committee shall submit its findings in writing to the Township Administrator within ten (10) work days after the date of the informal meeting. The findings shall indicate a recommendation to the Township Administrator to sustain, reject or modify the proposed minor disciplinary action.



9. The Township Administrator shall not be bound by the recommendation of the Minor Discipline Review Committee. If the Township Administrator approves the recommendation, the recommendation shall become final and copies of the recommendation furnished to all parties. If, on the other hand, the Township Administrator does not accept the recommendations of the committee, the Township Administrator shall make his or her own determination without necessity of further meetings and that decision shall be final with a copy of same furnished to the parties.

10. In the case of a request for review by the employee, a suspension of five (5) days or less shall not become effective until the review process is complete. Where no request for review is made within the time permitted the suspension shall take effect on the days thereafter determined by the employee's supervisor or manager as the case may be.

H. Employees shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect hours of work, wages or working conditions, as the result of exercising his or her rights under this agreement.

**ARTICLE XVI.**

**DRUG AND ALCOHOL TESTING**

Employer reserves the right to implement a drug and alcohol testing policy, including random testing, in accordance with the duly adopted Employee Guide to Policies and Procedures manual upon reasonable notification to and review by the Union.

**ARTICLE XVII.**

**COMPLETENESS OF AGREEMENT**

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

**ARTICLE XVIII.**

**SAVINGS CLAUSE**

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

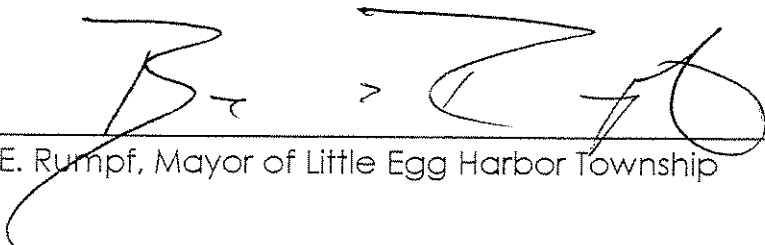
ARTICLE XIX.

TERMINATION & EXTENSION OF AGREEMENT

This Agreement shall be effective and remain in full force and effect from January 1, 2001 through December 31, 2003.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed by their proper officials on this \_\_\_\_\_ day of August, 2001.

BY:

  
\_\_\_\_\_  
Brian E. Rumpf, Mayor of Little Egg Harbor Township

ATTEST:

  
\_\_\_\_\_  
Migdalia Koptic, Municipal Clerk of Little Egg Harbor Township

BY:

  
\_\_\_\_\_  
For United Service Workers of America, TCU, Local 255, AFL-CIO, CLC

ATTEST:

\_\_\_\_\_

BY:

*Clark B. Klein*

For United Service Workers of America, TCU, Local 255, AFL-CIO, CLC

ATTEST:

*Cheryl J. [Signature]*

## SCHEDULE "A"

Starting rates of pay per hour for newly hired covered employees:

Title	Type - RCS	Type - ICS	Type - HHS	
Building Subcode Official/Inspector	\$20.00 to \$22.00	\$20.00 to \$23.00	\$20.00 to \$24.00	
Electrical Subcode Official/Inspector	\$20.00 to \$22.00	\$20.00 to \$23.00	\$20.00 to \$24.00	
Plumbing Subcode Official/Inspector	\$20.00 to \$22.00	\$20.00 to \$23.00	\$20.00 to \$24.00	
Fire Protection Subcode Official/Inspector	\$20.00 to \$22.00	\$20.00 to \$23.00	\$20.00 to \$24.00	
Building Inspector	\$17.00 to \$19.50	\$17.00 to \$20.00	\$17.00 to \$20.50	
Code Enforcement Officer	N/A	N/A	N/A	\$12.00 to \$15.00

1. A Subcode Official who holds a separate subcode license at the HHS level and is authorized by Employer to perform the work related to the separate subcode title in the separate technical area shall receive an additional \$0.70/hour upon hire for each separate subcode license.

2. A Subcode Official who holds a basic inspecting license at the HHS level in a separate technical area and is authorized by Employer to perform the work related to the separate technical area shall receive an additional \$0.25/hour upon hire for each separate basic inspecting license.

3. Code Enforcement Officer with a Zoning Officer certificate indicating completion of the program approved and taught by Rutgers University may receive an additional sum, included in the employee's regular rate of pay, not to exceed \$3.00/hour upon hire.

Rates of pay per hour for the listed employees:

Employee	01/01/01	01/01/02	01/01/03
Kirk Kremer	\$25.00	\$25.75	\$26.65
		3.0%	3.5%
Louis Fischer	\$24.25	\$24.98	\$25.85
		3.0%	3.5%
John DeLucia	\$15.50	\$15.96	\$16.51
		3.0%	3.5%
Employees hired after contract is signed		3.0%	3.5%

1. A Subcode Official who acquires a separate subcode license at the HHS level and is authorized by Employer, based upon the needs of the Employer, to perform the work related to the separate subcode title in the separate technical area shall receive an additional \$0.50/hour for each separate subcode license.
2. A Subcode Official who acquires a basic inspecting license at the HHS level in a separate technical area and is authorized by Employer, based upon the needs of the Employer, to perform the work related to the separate technical area shall receive an additional \$0.25/hour for each separate basic inspecting license.
3. A Code Enforcement Officer who, upon authorization of Employer, acquires a Zoning Officer certificate indicating completion of the program approved and taught by Rutgers University may receive a pay adjustment not to exceed \$3.00/hour.
4. A properly licensed covered employee who performs the duties of a Subcode Official or Construction Official in the absence of a Subcode Official or Construction Official upon approval of Employer, shall receive the hourly rate of the absent Subcode Official or Construction Official if said hourly rate is higher than the employee's regular hourly rate of pay.

UNITED SERVICE WORKERS OF AMERICA  
TCU, LOCAL 255, AFL-CIO, CLC

SCHEDULE B

SUMMARY OF PPO & PRESCRIPTION DRUG COVERAGE

PREFERRED PROVIDER ORGANIZATION (PPO)

Co-insurance In-Network	100% of covered basic charges
Co-insurance Out-of-Network	80% of covered basic charges
Co-insured Out-of-Pocket Maximum	\$2,000/covered person; \$4,000/family
Deductible In-Network (supplemental services)	\$100/covered person; \$200/family*
Deductible Out-of-Network (basic/supplemental services)	\$100/covered person; \$200 family*

\* Family deductibles may be aggregately satisfied by 2 or more separate covered persons.

\*\* There is no benefit period maximum for well-child care.

PRESCRIPTION DRUG COVERAGE

\$5 name brand/\$2 generic/\$0 mail order

THIS SUMMARY IS NOT INTENDED TO REPLACE THE PLAN DOCUMENTS OR COVERAGE MANUAL. EMPLOYEES ARE ENCOURAGED TO REVIEW THEIR COVERAGE MANUALS.