

**RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT
BETWEEN THE TOWNSHIP OF MANALAPAN AND THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 63 AFL-CIO 1236**

Mr. Nelson offered the following Resolution and moved its adoption:

WHEREAS, the Township of Manalapan has recognized the American Federation of State, County and Municipal Employees Council 63, AFL-CIO Local 1236 (hereinafter referred to as "AFSCME") as the exclusive representative for collective negotiations for certain employees within the Township; and

WHEREAS, the existing agreement between the Township of Manalapan and AFSCME expired on December 31, 2020; and

WHEREAS, the Township of Manalapan and AFSCME have negotiated a new agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Manalapan that the Mayor and Clerk be and are authorized to execute the agreement between the Township of Manalapan and AFSCME for January 1, 2021 through December 31, 2024 in accordance with the form attached hereto.

BE IT FURTHER RESOLVED that the appropriate Township officials are hereby authorized to carry out the terms and conditions of this Resolution.


BE IT FURTHER RESOLVED that the Clerk forward a certified copy of this Resolution to the Administrator, Chief Finance Officer, Payroll Clerk and AFSCME Local 1236.

SECONDED by Mr. McNaboe and adopted on roll call by the following vote:

- AFFIRMATIVE: Jacobson, McNaboe, Musich, Nelson, Cohen
- NEGATIVE: None
- ABSTAIN: None
- ABSENT: None
- DATED: November 30, 2022

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP OF MANALAPAN DURING A MEETING HELD ON NOVEMBER 30, 2022

RECEIVED
JAN 06 2023
ADMINISTRATION


MUNICIPAL CLERK
TOWNSHIP OF MANALAPAN

AGREEMENT

RECEIVED
JAN 06 2023

BETWEEN

ADMINISTRATION

THE TOWNSHIP OF MANALAPAN

and

AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL

EMPLOYEES

COUNCIL 63, AFL-CIO LOCAL 1236

January 1, 2021 through December 31, 2024

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PREAMBLE

This Agreement made this 30th day of NOV., 2022 by and between THE TOWNSHIP OF MANALAPAN, a body politic incorporate of the State of New Jersey, hereinafter referred to as the "Township" and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL #63, AFL-CIO LOCAL 1236, hereinafter referred to as "Union";

WHEREAS the Township and the Union recognize it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that efficient and continuous service will be rendered to and by both parties.

NOW, THEREFORE it is agreed as follows:

**ARTICLE I
RECOGNITION**

1. The Township hereby recognizes the Union as the exclusive representative for collective negotiations concerning wages, hours of employment and other terms and conditions of employment as set forth herein for Township employees named herein in Appendices A and for such additional employees or classifications as the parties may later agree to include, excluding all supervisors, managerial executives, and confidential employees.
2. Unless otherwise indicated by the contents of this Agreement, the title "employee" shall be defined to include all permanent full-time and all permanent part-time bargaining unit members, the plural as well as the singular, and to include males as well as females.
3. Permanent full-time employees are those employees covered by this Agreement who are regularly scheduled to work thirty-five (35) hours or more per week.
4. Permanent part-time employees are those employees covered by this Agreement who are regularly scheduled to work more than 15 hours but less than 35 hours per week.

ARTICLE II
DUES CHECK-OFF

1. The Township hereby agrees to deduct from the salaries of employees covered by this Agreement dues for Union membership in compliance with N.J.S.A. 52:14-15.9e, as amended. Said monies, together with records regarding any corrections, shall be transmitted to the Union office at AFSCME District Council 63 2653-A Whitehorse-Hamilton Square Rd, Hamilton, NJ 08690, by the end of the next month following the monthly pay period in which the deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change on stationery bearing the Union letterhead.

2. The Township agrees to deduct, in accordance with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act, as they relate to Agency Shop provisions, from the pay of each Employee covered by this Agreement who voluntarily furnishes a written authorization, a representation fee equal to eighty-five percent (85%) of Association dues, as certified by the Association. The voluntary representation fee deduction shall commence with the 1st pay after the Township receives the voluntary authorization and notice from the Association. After deduction, representation fees shall be transmitted to the Association in the same manner, and at the same time as the Association dues.

The voluntary authorization for the representation fee deduction shall remain in full force and effect during the full term of an Employee's employment, unless properly withdrawn. To withdraw the voluntary representation fee deduction authorization an employee must submit a written request to the responsible designee for the Township within ten (10) days following each anniversary date of his/her employment. Once the Township designee receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

3. The Union will provide the necessary check-off authorization forms and secure the signatures of its members on said forms and deliver said forms to the designated Township official as provided for in N.J.S.A. 52:14-15.9e, as amended.

4. The Union indemnifies, defends and saves the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Union to the Township or any action taken by the Township under the provisions of this Article.

**ARTICLE III
MANAGEMENT RIGHTS**

1. Except as modified by the provisions of this Agreement the Township reserves unto itself sole jurisdiction and authority for matters on policy and the rights in accordance with, but not limited to, the laws of the United States and of the State of New Jersey to do at least the following:
 - (a) Direct employees of the Township;
 - (b) Hire, assign, promote, transfer and retain employees covered by this Agreement;
 - (c) Demote, discharge and take disciplinary action for just cause against employees covered by this Agreement;
 - (d) Make work assignments, including overtime assignments;
 - (e) Relieve employees from duties because of lack of work or other legitimate reasons;
 - (f) Maintain the efficiency of the Township's operations entrusted to it;
 - (g) Determine the methods, means and personnel by which such operations are to be concluded;
 - (h) Take other lawful action with respect to its employees.

2. The exercise of the foregoing shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

3. 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 national, state, county or local laws or regulations or ordinances pertaining thereto.

**ARTICLE IV
MAINTENANCE OR WORK OPERATIONS**

1. The Union and employees covered by this Agreement hereby covenants and agrees that for the duration of this Agreement neither the Union nor any person acting on its behalf or any employee covered by this Agreement shall authorize or support any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage or work, or absence in whole or in part, from the full faithful and proper performance of the employee's duty of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union and its employees agree that such action will constitute a material breach of this Agreement. The Township does hereby agree not to lock out any employees covered by this Agreement for the duration of such Agreement.

2. The Union and its members hereby agree that it will make every reasonable effort to prevent people covered by this Agreement from participating in any strike, work stoppage, slowdown, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township.

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

**ARTICLE V
DISCIPLINE**

1. The Township shall not discipline any member covered by this Agreement without just and proper cause.
2. The following disciplinary actions may be taken depending on the gravity of the infraction:
 - (a) Informal, private, or oral reprimand;
 - (b) A written memorandum of censure;
 - (c) A letter of admonition from the Township Administrator;
 - (d) Suspension from duty without pay taken by action of the Township Administrator or designee;
 - (e) Transfer or demotion by action of the Township Administrator or designee. Demotion shall include, but shall not be limited to loss of pay;
 - (f) Dismissal from service by action of the Township Committee or the Township Administrator.
3. Employees covered by this Agreement shall be entitled to Union representation in accordance with law. Any suspension, transfer, demotion or dismissal may be grieved under Article IX of this Agreement.
4. All documents in any way connected with an employee's disciplinary history shall be placed in said employee's personal history file at Township Hall and may be viewed in accordance with Article XX of this Agreement.
5. Probationary employees may be separated from their employment by action of the Township Committee or its designee at any time without recourse from said employee.

**ARTICLE VI
PROBATION**

1. All newly hired employees shall be subject to a six (6) month probationary period, The purpose of said probationary period is to enable the Township to evaluate the employee's work performance and conduct in order to determine whether or not the employee merits permanent employment status. If, at any time during or at the end of the probationary period, the conduct and/or performance of the employee is found by the Township to be unsatisfactory, the Township has the right to terminate the employee. The decision of the Township regarding the termination of employees who are probationary in status shall not be subject to the grievance procedure or any other recourse in law or equity.

2. Sick leave, personal days or vacation benefits will begin to accrue upon employment with the Township, but cannot be taken until after three (3) months of employment. If a proper doctor's note is submitted during the first three (3) months of employment an employee may be able to utilize sick time.

3. At the end of the probationary period the Department Head shall submit a recommendation to the Administrator for permanent employment status.

**ARTICLE VII
HOURS OF WORK AND OVERTIME**

1. It is agreed that the standard work schedule for employees covered by this Agreement will require them to work five (5) consecutive days, with the schedule for such days to be determined by the Township. For payroll purposes only, the work week shall commence every Monday morning at the employee's regularly scheduled starting time. Any change by the Township of regularly scheduled work hours for employees covered by this Agreement must be given to the employee at least five (5) days in advance of the change in such work hours.
2. An employee on a thirty-five hour week will have the option of comp time or overtime pay at straight time between thirty-five and forty hours, hours worked in excess of forty hours will be paid at time and one-half. Comp time will only be earned and utilized in 30 minute increments.
3. Any work performed on any observed holiday celebrated by the Township, shall be paid at the rate of time and one-half (1-1/2) in addition to the normal holiday pay.
4. In the event any employee is called back to work after completion of their regularly scheduled workday, and not prior to one (1) hour before the start of a scheduled workday, that employee shall be entitled to a minimum of three (3) hours pay at the rate of time and one half (1-1/2). This call back pay rate shall be paid only for call back period and not the employees regularly scheduled workday.
5. Employees assigned to the municipal court will receive one and one-half hours of pay for signing any and all complaints for a case from home. For all calls that don't require a signature the employee will receive one hour pay.
6. An employee scheduled to work after normal hours is entitled to overtime as defined in 2 above. Scheduled overtime requires forty-eight (48) hours of notice to the employee.

ARTICLE VIII
SENIORITY, PROMOTIONS, JOB VACANCIES & TRANSFERS

1. Seniority is defined as an employee's length of service with the Township beginning with the employee's latest date of commencing work with the Township. Newly appointed probationary employees shall have no seniority and shall not be eligible for seniority in terms of this Agreement until they have completed the probation period. Once an employee has completed the probation period, seniority shall accumulate until that employee resigns, is discharged for cause, or retires.
2. If new jobs are created or if permanent vacancies occur of at least a thirty (30) day duration for a higher rated position, the Township shall determine the qualifications required for such position and shall determine which, if any, of the applicants can meet the qualifications set out. The Township agrees to post a notice of any new job vacancy on the Union bulletin board for a period of seven (7) working days. Such notice shall contain a description of the job, the rate, hours of work, location, and when the job shall be available. Employees who are interested, in order to be eligible for such job, must sign the notice. Any employee who fails to sign the notice shall not be eligible for the vacancy or position in question. Preference will be granted on the basis of departmental seniority, provided that the applicant has the necessary skills and ability to perform the work required as determined by the Township. However, all other employees are eligible to bid.
3. Any employee so selected to fill such job shall be granted a training period of sixty (60) calendar days. If it shall be determined by the Township during this period that the employee is unqualified to perform the duties to which he is promoted, the Township shall place the employee in his former position or a position equivalent thereto with no loss of seniority and/or departmental seniority. The promoted employee shall receive the rate for the job in question as of the day that person begins the training period. If removed from the position, during or at the end of the training period, the employee in question shall then receive the rate of the position to which the employee is assigned following his removal.
4. In the event of a layoff, the employees with the most seniority will have preference within their department provided that they have the requisite qualifications, skills and ability to perform the work available. The determination of whether an employee has the requisite qualifications, skills and ability to perform the work available shall be within the sole discretion of management and such decision will not be grievable under this Agreement.
5. (a) All permanent employees shall be given at least a twenty (20) working day written notice prior to layoffs.

(b) The Township, if contemplating layoff of employees covered by this Agreement, should make every effort to determine what employment opportunities are available to its employees within the bargaining unit covered by this Agreement.

(c) Layoffs should not be made until the Township has exhausted every possibility for transfer, reassignment or demotion of the employees within the bargaining unit covered by this Agreement. The employee(s) involved should be offered any other employment available within the bargaining unit for which they may be qualified, based on their background and qualifications.

(d) When an employee is recalled from layoff and reinstated, the employee is considered to have continuous service credit for computation of future earned benefits. The calculation of total period of continuous service, however, does not include the length of the period of the employee's layoff.

6. The Township shall draw up an initial seniority list within thirty (30) days after the signing of this Agreement and such list will be posted on the Union bulletin board at that time. All employees covered by this Agreement who object to the said list shall inform the Township of said objections within thirty (30) days after the posting of such list. At the end of the thirty (30) day period, the list shall be binding on all employees.

**ARTICLE IX
GRIEVANCE PROCEDURE**

1. A grievance is a claim by an employee based upon and limited to an alleged violation of the terms and conditions of this Agreement.
2. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue under the direction of his or her supervisors, perform all assignments and adhere to all policies, procedures, rules and regulations of the Township, until such grievance and the effect thereof shall have been fully determined.
3. The purpose of this procedure is to secure at the lowest possible level, an equitable settlement of the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Union.
4. STEPS OF THE GRIEVANCE PROCEDURE
The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

(1) An aggrieved employee shall institute action under this provision in writing hereof within five (5) working days of the employee's knowledge of the grievance. An earnest effort shall be made to settle the differences between the aggrieved employee and his superior, for the purpose of resolving the matter informally. Failure to act within the said five (5) working days shall be deemed to constitute an abandonment of the grievance

(2) The Supervisor, or his designee, shall render a decision in writing five (5) working days after the grievance is first presented to him, if it cannot be handled informally

STEP TWO:

If the grievance has not been resolved through Step One, the grievance shall be presented in writing to the Department Head, or his designee, within five (5) working days after the Supervisor's response is due. The Department Head shall respond, in writing, within five (5) working days of being notified.

STEP THREE:

If the aggrieved wishes to appeal the decision of the Department Head, or his designee, the grievance should be presented to the Administrator or designee,.

within five (5) working days after receiving the Department Head's, or his designee's, decision. An employee, with a grievance at this Step, may be represented by the local Union president or designee and a Council 73 representative at any meeting between the grievant and the Administrator regarding such grievance. The Administrator, or designee, shall present a decision in writing within ten (10) working days after the receipt of such grievance.

STEP FOUR:

If the grievance is not settled through Steps One through Three, either party may refer the matter to the New Jersey' Public Employment Relations Commission within fourteen (14) calendar days after the determination of the Township Committee or its designee. An arbitrator shall be selected pursuant to the rules and regulations of the New Jersey Public Relations Commission.

The Township and the Union shall be limited to placing one (1) issue before an arbitrator at any one time. The arbitrator shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority, to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding. In addition, the decision shall be applicable only to the matter decided by the arbitrator and shall not bind either party in future grievance procedures.

The expense of the arbitrator shall be equally borne by the Township and the Union. Any other expenses, including, but not limited to the presentation of witnesses shall be paid by the party incurring same.

Either the Township or the employee/Union may request to waive any Step(s) of the grievance procedure. Said waiver can only be done by the written consent of both parties in question.

The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

Any settlement of a grievance by the parties shall not establish a precedent or conflict in any manner with the provisions of this Agreement.

ARTICLE X VACATIONS

1. Permanent employees covered by this Agreement shall be entitled to an annual vacation based on their consecutive year-of service as follows:

- From the start of permanent PT or FT employment with the Township to the end of the first (1st) year of service = one (1) working day per month
- After the completion of one (1) year of service = Twelve (12) working days
- After the completion of five (5) years of service = Fifteen (15) working days
- After completion of ten (10) years of service = Eighteen (18) working days
- After the completion of fifteen (15) years of service = Twenty-one(21) working days
- After the completion of the twentieth (20) year of service = Twenty-five (25) working days

2. Periods of leave of absence without pay, except for military leave, shall be deducted from the employee's total continuous service for the purposes of determining the earned credit for vacation leave. The rate of vacation pay for employees shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation.

3. All vacations must be taken during the current year and may not be accumulated. Vacation allowance must be taken during the current calendar year, unless the Township determines that it cannot be taken. A maximum of five vacation days may be carried forward into the next succeeding year only and utilized or scheduled in the first quarter of that year.

4. All earned vacation credits which are not used due to retirement, retirement due to disability, or death, shall be paid to the employee or his next-of-kin on the retirement, disability retirement, or death of the employee.

5. (a) All vacations must be scheduled with the employee's supervisor and approved by the Township Administrator in a reasonable time frame. Employees with seniority within the Township will be given preference in assignment of vacations insofar as possible depending upon the needs of the department in which the employee is working.

(b) Employees shall be paid for earned unused vacation days upon termination from service.

(c) In the event that an employee has used vacation which was not earned at the time of resignation or termination the Township shall be reimbursed for said unearned vacation days.

6. Pay in lieu of vacation will not be granted unless mutually agreed to by the employee and the Township.
7. When an employee is out due to illness and has no accumulated sick leave to cover such illness he may apply any unused vacation leave to cover said lost days due to illness.
8. After twenty-five (25) years of service, an employee will receive all of their vacation time regardless of when they retire.

**ARTICLE XI
HOLIDAYS**

1. For purposes of this Agreement, the following days are recognized by the Township as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

2. Employees are entitled to two floating holidays each year of the contract. These floating holidays represent Lincoln's Birthday and Election Day. Employees will be entitled to one floating holiday as of January 1st of the respective year and one additional floating holiday as of July 1st of each year. Unused floating holidays will not accrue from year to year and unused floating holidays at years end will not be compensated.
3. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday.
4. Employees who are on leave of absence without pay will not be eligible for holiday pay.
5. In order to qualify for holiday pay, employees must work their scheduled work day immediately preceding and their scheduled work day immediately following the holiday or holiday weekends unless currently on vacation or approved sick leave.

**ARTICLE XII
LONGEVITY**

All permanent Township employees employed as of January 1, 2000, in addition to their annual salary, shall be paid upon their base pay, during each pay period, longevity payments as follows:

After five (5) continuous years of service	2 percent
After ten (10) continuous years of service	5 percent
After fifteen (15) continuous years of service	8 percent
After twenty (20) continuous years of service	10 percent

All permanent employees hired after January 1, 2000, in addition to their annual salary, shall be paid upon their base pay, during each pay period, longevity payments as follows:

After five (5) continuous years of service	\$500
After ten (10) continuous years of service	\$1,000
After fifteen (15) continuous years of service	\$1,500
After twenty (20) continuous years of service	\$2,000

**ARTICLE XIII
PERSONAL DAYS**

1. In regard to personal leave, the following regulations apply:
 - (a) All personal days must be requested in writing at least forty-eight (48) hours in advance except in cases of extreme emergency.
 - (b) All full-time employees covered by this Agreement except as set out in this Article, shall be eligible for three (3) personal days, with pay, for personal matters concerning the employees as delineated below.
 - (c) Employees are required to submit a form provided by the Township and said granting of leave shall not interfere with the efficient operation of the Township.
 - (d) Personal days are for the purposes of conducting personal affairs of a non-recreational nature or professional affairs which cannot be carried out after scheduled work hours.
 - (e) Requests for personal days shall not be unreasonably denied.
2. Personal days shall not be accumulative from year to year.
3. The forty-eight (48) hour advance request requirement shall be waived when the personal day arises from an emergency condition or an emergency situation which would make such advance request impossible or impractical.
4. Personal days shall be earned one per every four months of employment.
5. Pay for unused personal days is not permitted.

**ARTICLE XIV
HEALTH BENEFITS**

The parties agree, without prejudice to any of their pre-existing legal rights, including the right of interest arbitration, to engage in coalition bargaining among the Township and all the Township negotiation representatives concerning amendments to existing health care and dental insurance plans.

1. The Township shall provide medical coverage to all employees who are regularly scheduled to work 35 or more hours per week. Coverage shall be extended to the entire family of the employee, including spouse, domestic partner and all unmarried and unemancipated children, whether naturally borne or adopted and any step-children, who have not yet attained the age of twenty-six (26) years, and are actually members of the employee's immediate household. Under the provisions of State Law Chapter 375, P.L. 2005 certain over age children may be eligible for coverage until the age of thirty-one. Employees are solely responsible for the payment of over age children that are eligible for this coverage.
2. The Township reserves the right to change carriers and/or self-insure so long as equivalent benefits are provided.
3. The Township agrees to compensate anyone waiving healthcare coverage, under Chapter 2, P.L. 2010, at an incentive amount equal to twenty five percent (25%) of the premium less what the employee contribution rate would have been, not to exceed \$5,000. In addition, because multiple coverage under the SHBP is prohibited, waiver incentives are only payable if the other coverage is through a non-SHBP plan.
4. Health Benefit Contribution Upon Retirement
 - a. For eligible retirees who receive State Health benefits upon retirement from the Township; the contribution will be reduced to a maximum of 1.5% of their retirement allowance

**ARTICLE XV
SICK LEAVE**

1. Sick leave shall be defined as an absence of an employee from post or duty because of illness, accident, or exposure to contagious disease.
2. Permanent full-time employees shall be entitled to sick leave with pay of not less than one (1) working day for every month of service during the first calendar year of service (in conjunction with Articles VI and XI) and fifteen (15) working days in every calendar year thereafter. Sick leave may be allowed to accumulate indefinitely to be used, if requested by the employee.
3. All absences due to illness or disability shall be reported immediately by or for the employee to his Department Head or the Township Administrator.
4. In all cases of reported illness or disability, the Township reserves the right to send a physician or the Township Medical Officer to investigate the report. The Township reserves the right to have any employee reported or reporting as ill or sick to be examined by a physician designated by the Township.
5. Sick leave cannot be allowed for ordinary dental care, nor for the services of an oculist for normal eye care, as such professional services are readily available outside of work hours.
6. An employee who is certified as absent on account of disability or accident caused in the usual course of his employment and directly in the line of duty shall not have such absence charged against his sick leave. All other provisions regarding absence on account of sickness or disability apply to employees suffering job disability or accident.
7. An employee whom has been absent for three (3) consecutive days must furnish a doctor's note stating the nature of the employee's illness and verifying that the employee was unable to work. In addition, the note must state that the employee is fit to return to work and is able to resume normal duties. The Township shall also have the right to have the employee examined by a physician of its own choice to determine whether or not the employee is able to resume his duties and employment.
8. No employee while on sick leave from the Township, shall be elsewhere or otherwise employed or engaged in any outside work or employment whatsoever.
9. Once all authorized sick leave has been used for illness, the employee may apply an unused vacation leave to cover such illness.

11. Sick Bonus – Beginning in 2017, if an employee utilizes three (3) or less days for the first six months of the year and three (3) or less days for the second six months of the year, they will receive \$500 for each six month period. *Must have an accumulated bank of at least 10 days to utilize this option.
12. An employee may utilize up to five (5) accumulated sick days per year to care for a family member who is suffering from a serious illness, as defined by the Family Medical Leave Act.
13. All employees who retire from the Township with years of service as listed below in the Public Employees Retirement System shall receive one day's pay for every two days of accumulated sick time. This benefit shall be capped at a maximum of of the amounts listed below for each eligible employee.
 - a. 15 Years in the Township – up to \$5,000
 - b. 20 Years in the Township – up to \$8,000
 - c. 25 Years in the Township – up to \$11,000

ARTICLE XVI
BEREAVEMENT LEAVE

1. In the event of death of the employee's spouse, domestic partner or child, the employee shall be granted time off without loss of pay from the date of death, not to exceed five (5) consecutive working days from the day of death. An additional five (5) days of sick leave may be used for bereavement leave in the event of the death of an employee's spouse, domestic partner or child.
2. In the event of the death of an employees other immediate family, the employee shall be granted time off without loss of pay from the date of death, such leave shall not exceed five (5) consecutive working days. The term immediate family shall include parent, brother, sister and corresponding in-law relationships, as well as grandchild.
3. In the event of the death of an employees grandparent/in-law, an employee shall be granted time off without loss of pay from the date of death, such leave shall not exceed three (3) consecutive days.
4. In the event of the death of an aunt, uncle, niece or nephew an employee shall be entitled to one (1) day bereavement with pay.
5. All requests for leave pursuant to this section must be granted upon approval of the employees Department Head.
6. The Township may require verification of death.

**ARTICLE XVII
OTHER LEAVES**

1. **MILITARY LEAVE**

Any full time employee covered by this Agreement, who is a member of the National Guard or reserve components in the military or naval service of the United States, and is required to perform active duty for training periods shall be granted a leave of absence with pay for the periods of such training. The amount of paid leave, unless the employee elects to use his annual vacation leave, shall be the difference between the employee's salary for the leave period and the amount of money received from the State or Federal Government for such service. When an employee, not on probation, has been called to active duty or drafted into the military or naval service of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. However, in order for that employee to be reinstated without loss of privileges or seniority, he must report for duty with the Township within sixty (60) days following his honorable discharge. from the military service.

2. **FAMILY MEDICAL LEAVE – See attached Addendum B:**

3. **LEAVES OF ABSENCE**

(a) A leave of absence without pay may be requested by an employee covered by this Agreement by submitting the reason(s) for the requested leave, in writing, to the Department Head. Said leave of absence must be approved by the Township Administrator, in a reasonable time frame, before becoming official. Said leave can be granted for periods not to exceed three (3) months at any one time. Such leave may be renewed for an additional three (3) months by the Township Administrator with the approval of the Township Committee. No further renewal or extensions may be granted. Employees returning from an authorized leave will be restored to their original classification or another appropriate one of the same or similar salary to the one being earned at the time of the beginning of said leave.

(b) If an employee sustains an injury while in the Township's employ and on duty, the employee will be continued without loss of pay for the maximum of one (1) year from the date of the accident. Such eligibility for this leave is determined by the definition of job injury as set out in the New Jersey Workers' Compensation Law. Payments which an employee receives from the provisions of the Workers' Compensation Law or Temporary Disability Law shall either be remitted to the Township or used as an offset to full salary payments. Thus, any employee covered by this leave will receive no more than his normal weekly salary payment.

(c) All employees who shall be disabled in accordance with subsection (b) of this Article shall submit themselves for examination to any of the panel of doctors made available by the insurance company which carries the workers' compensation insurance for Township

employees covered by this Agreement. The Township shall, in no event, be liable for the payment of any medical services, except as noted below, rendered to a disabled employee by any doctor other than a member of the workers' compensation panel. Every employee covered under this Agreement who should be disabled so as to be physically unfit for duty shall give prompt notice, in writing, to the Department Head in which he is employed, as well as the Township Administrator. When requested by the Township Administrator, the employee shall also submit to examination by a physician designated by the Township, at the Township's expense, who shall report and certify the nature and extent of the disability.

ARTICLE XVIII
BULLETIN BOARDS

1. The Township shall provide a bulletin board for the unit covered by this Agreement.

2. Notices of Union meetings, official Union business, Union social, recreational and educational events shall be the material posted by the Union. Such notices shall be signed by the Union president prior to posting and must be on Union letterhead. No notices of a political nature nor notices disrespectful to the Township or officials of the Township shall be posted on said bulletin boards.

ARTICLE XIX
UNION REPRESENTATIVES

1. The Township recognizes the right of the Union to designate a union president or designee and one (1) union steward to represent the Union and the employees covered by this Agreement. The Union shall furnish the Township with the names of the president or designee and steward and will notify the Township of any changes.

2. The authority of the president or designee or union steward designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 - (a) The investigation and presentation of grievances in accordance with the provisions of the Agreement. Both parties agree that if it is necessary for the president or designee or steward to perform any of such duties during his work time, the president or designee or steward shall be released from work by his Supervisor when it is convenient to the Township and only to the extent necessary to make the investigation and for conferring with the Township representative.

 - (b) The transmission of such messages and information which will originate with and are authorized by the Union or its officers, provided that such messages and information:
 1. Is not reduced to writing but is of a routine nature and does not involve work stoppages, slowdowns or any other interference with Township business;

 2. The union president or designee or union steward is authorized to investigate, present and process grievances on or off the premises, provided such activity is not disruptive of any work in which he is engaged and subject to the necessity of maintaining his schedule and not disrupting the schedule or manpower of any other member of the bargaining unit who may be involved in the grievance.

3. Union Time
 - A. Officers are to be granted time off to attend executive board meetings without penalty as long as they advise their Department Head prior to the meeting.

 - B. Delegates are to be granted time without penalty to attend the Union convention as long as they receive prior approval from their Department Head.

ARTICLE XX
ACCESS TO PERSONNEL FILES

1. An employee covered by this Agreement shall have the right to inspect and obtain copies of documents from his personal history file maintained at Township Hall at any reasonable time upon five (5) working days' written notice to the custodian thereof. Whenever in the opinion of the employee's Supervisor, derogatory material is placed in the employee's personal history file, the Township agrees to notify the employee in writing of that action. The contents of the employee's personal history file shall not be made public unless required in disciplinary proceedings or by court order or subpoena process in a judicial proceeding. An employee covered by this Agreement shall be allowed to place in such a file a response to anything contained therein.

2. Each regular written evaluation of work performance shall be reviewable by the employee and shall be evidenced by the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation, unless such agreement is stated thereon.

ARTICLE XXI
NON-DISCRIMINATION

The Township and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment covered by this Agreement because of such individual's race, color, creed, religion, sex, national origin, handicap, or age.

ARTICLE XXII
COURT ATTENDANCE

1. All employees covered by this Agreement who are subpoenaed as a witness in a civil or criminal case not involving them in their capacity as a Township employee may be granted leave for that period of time in which they are officially involved with the Court in such capacity, with pay.

2. All employees who are called to serve on a jury and do so shall be entitled to paid leave for the period of time in which they are officially involved with the Court in such capacity, less the pay received from the Court for serving as a juror.

**ARTICLE XXIII
RESIGNATION**

1. Any employee who wishes to resign from Township service in good standing shall give his Office or Department Head, as well as the Township Administrator, at least two (2) weeks prior written notice of his resignation. The two (2) weeks notice shall not include earned annual vacation time.
2. Any employee who fails to return to his duties within five (5) days after the expiration date of an authorized leave period without notifying his Office or Department Head may be considered by the Township as having resigned without notice and not in good standing provided that failure to give notice was not caused by unavoidable circumstances.
3. Upon Resignation in good standing employees are entitled:
 - a. Prorated Personal Days; 1 day for every 4 months of a resignation year
 - b. Entitled to 1 Floating Holiday prior to June 30th; 1 floating holiday after July 1st
 - c. Vacation – After 25 years of service an employee will receive all of their vacation time regardless of when they retire in the calendar year
 - d. Those who retire without 25 years will have their vacation time pro-rated based on the date they retire

**ARTICLE XXIV
PART TIME EMPLOYEES**

Permanent Part Time Employees are those employees covered by this Agreement who are regularly scheduled to work more than 15 hour but less than 35 hours a week.

1. Part Time employees will work a regular shift each week with set hours and set days.
2. The standard scheduled work week for Part Time employees covered by this agreement will require them to work five (5) consecutive days, 5 hours per day, with the schedule and hours for such to be determined by the Township.
3. Vacation - Part Time employees will receive vacation benefits based on the same schedule in ARTICLE X on a prorated basis based on their permanent part time hours. (Work day is 5 hours their vacation day will be worth 5 hours.)
4. Holiday pay should be the normal hours worked for Part Time employees only if the Holiday falls on a regularly scheduled work day. They will also be entitled to two floating holidays.
5. Three Personal Days for each Part Time employee based on regularly scheduled work hours. (Work day is 5 hours their personal day will be worth 5 hours.)
6. Sick Leave – Part Time employees are entitled to 15 sick days per year based on scheduled work hours (Work day is 5 hours their sick day will be worth 5 hours.)
7. Sick Incentive - Beginning in 2017, if an employee utilizes three (3) or less days for the first six months of the year and three (3) or less days for the second six months of the year, they will receive \$350 for each six month period. *Must have an accumulated bank of at least 10 days to utilize this option.
8. In the event of a weather emergency Part Time employees will receive the same entitlements as full time employees.
9. Benefits for Part Time Employees who work an alternate schedule and do not work the hours listed in Section 2 above will be prorated. They will be entitled to vacation on a prorated basis based on their regular scheduled work hours and days worked. They will only be compensated for Holiday pay if it falls on their regularly scheduled work day. They will receive a pro-rated amount of sick and personal time based on the hours they work per week.
10. Longevity will be based on start date in Manalapan as a permanent employee
11. Holiday pay for Part Timers represents the hourly work day of part timer.

**ARTICLE XXV
WAGES**

1. For purposes of this Agreement, the salary guide set forth in the attached Appendix A shall exist for the year 2021, 2022, 2023, and 2024.

Existing Full Time and Part Time employees on the payroll as of December 31, 2020 shall receive a salary increase of 2% for calendar year 2021.

Existing Full Time and Part Time employees on the payroll as of December 31, 2021 whose salary is under \$65,000 shall receive a salary increase of \$2,974 plus 2% for calendar year 2022.

Existing Full Time and Part Time employees on the payroll as of December 31, 2021 whose salary is over \$65,000 shall receive a salary increase of \$1,487 plus 2% for calendar year 2022.

Existing Full Time employees on the payroll as of December 31, 2022 shall receive a salary increase of 3% for calendar year 2023.

Existing Full Time employees on the payroll as of December 31, 2023 shall receive a salary increase of 3% for calendar year 2024.

2. Additional Certifications: (Non Construction)

- a. Employees who obtain a NJ State license or certification during this contract term, that requires renewal or continuing education credits, shall receive an increase of 10% added to their base salary. Certification requests need to be submitted through the Department Head and approved by the Township Administrator. This increase will be made once the certification completion is approved by the Township Administrator.

Licenses & Stipends

Discussion will continue and an agreement can be negotiated outside the current contract regarding licenses and stipends for AFSCME employees. The type of license that will receive a stipend and the amount of stipend received can be agreed upon by resolution of the AFSCME Union and the Township of Manalapan.

Technology

During the course of the Contract both Union and Management can discuss technology upgrades and usage of technology in the course of employment if a new type of technology is required for an Employee to do their work.

Appendix A is attached includes all names, titles and salaries 2021-2024.

Appendix B is attached which is the Township FMLA Policy.

Appendix C is attached which is includes all titles included in the Union

**ARTICLE XXVI
UNIFORMS AND ALLOWANCES**

1. The Township will provide an initial issue of uniforms for new employees as follows:

A. Fire Prevention:

- 4 (four) short sleeve uniform shirts
- 4 (four) pair of pants
- 4 (four) long sleeve uniform shirts
- 1 (one) belt and nameplate
- 1 (one) pair of uniform shoes

B. After calendar year of initial issue of clothing each recipient of uniforms shall receive an allowance of \$850.

2. Uniforms shall not be issued to probationary employees during first 3 months
3. Uniforms shall be properly maintained at all times.
4. Uniforms will be provided as needed with approval of the Department Head and Township Administrator, subject to funding in the Township Budget.

ARTICLE XXVII
FULLY BARGAINED AGREEMENT

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

**ARTICLE XXVIII
SEPARABILITY AND SAVINGS**

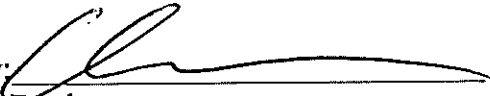
If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and that all other provisions or applications of this Agreement shall continue in full force and effect for the duration of this Agreement. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing provisions of State and local law.

**ARTICLE XXIX
DURATION OF AGREEMENT**


This Agreement shall be in full force and effect as of January 1, 2021 through December 31, 2024. This Agreement contains the entire understanding of the parties and for all purposes shall be deemed the full and final settlement of all bargainable issues between the Township and the Union. All the provisions of the Agreement will continue in full force and effect beyond the stated expiration date set forth herein until the successor Agreement has been executed and becomes effective between the parties.

IN WITNESS WHEREOF, the parties have hereunto caused this to be signed and attested by the proper corporate officers and the corporate seal affixed and have hereunto set their hands and seals on this 30th day of November, 2022.

AFSCME LOCAL NO. 1236
MANALAPAN

By: 
Ed Reed
President

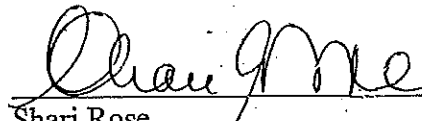
TOWNSHIP OF MANALAPAN


Susan Cohen
Mayor

ATTESTED:


Debbie Parks
AFSCME

ATTESTED:


Shari Rose
Municipal Clerk

Employee	Title	Hire Date	2021	2022	2023	2024
Agosta, Josephine	Secretary	5/31/1999	\$43,022	\$46,915	\$48,322	\$49,772
Armstrong, Carol	Violations Clerk	5/31/2004	\$35,771	\$39,520	\$40,706	\$41,927
Biraco, Marissa	Account Clerk	11/17/2014	\$35,512	\$39,256	\$40,434	\$41,647
Curcio, Jeralyn	Clerk Typist	10/23/2006	\$32,038	\$35,712	\$36,783	\$37,887
Domanow, Kelly	Clerk Typist	7/18/2022	\$0	\$31,500	\$32,445	\$33,418
Forte, Frances	Clerk Typist	2/19/2019	\$29,097	\$32,712	\$33,693	\$34,704
Gelfond, Felice	Clerk Typist	9/28/2015	\$29,578	\$33,305	\$34,304	\$35,333
Germann, Steven	Plumbing Subcode Official	9/27/2004	\$81,081	\$84,220	\$86,747	\$89,349
Giammona, Kristy	Clerk Typist	5/2/2022	\$0	\$31,500	\$32,445	\$33,418
Heckel, Pam	Clerk Typist	2/3/2014	\$31,453	\$35,116	\$36,169	\$37,255
Hernima, Sherin	Clerk Typist	8/23/2021	\$28,526	\$32,130	\$33,094	\$34,087
Koharski, Jaclyn	Deputy Court Administrator	7/23/2018	\$37,301	\$41,081	\$42,313	\$43,583
Krohn, Suzanne	Asst. Zoning/Code Enforcement Officer	10/3/2005	\$41,478	\$45,341	\$46,701	\$48,102
LaFergola, Rose	Purchasing Agent	9/1/2003	\$69,383	\$72,288	\$74,212	\$76,162
Langalis, Cheryl	Clerk Typist	2/24/2003	\$34,476	\$38,199	\$39,345	\$40,525
Lasker, Bette	Technical Assistant	3/31/1997	\$52,198	\$56,275	\$57,963	\$59,702
Lennox, Mike	Fire Protection Inspector	7/8/1985	\$93,735	\$97,126	\$99,631	\$102,172
Marini, John	Building Subcode Inspector	7/13/1998	\$85,445	\$88,671	\$91,331	\$94,071
McGrath, Nancy	Clerk Typist	6/27/2022	\$0	\$31,500	\$32,445	\$33,418
Moench, Janice	Clerk Typist	10/19/2015	\$30,273	\$33,911*	\$34,421	\$35,574
Papirnik, Lori	Administrative Coord, Secretary	7/7/2003	\$48,040	\$52,035	\$53,996	\$55,204
Peraza-Cochran, Diane	Account Clerk	6/27/2016	\$34,816	\$38,545	\$39,701	\$40,892
Reed, Ed	Electrical Subcode Official	1/14/2004	\$85,445	\$88,671	\$91,331	\$94,071
Scala, Samantha	Clerk Typist	9/14/2015	\$29,678	\$33,305	\$34,304	\$35,333
Scotto, Dana	Housing Inspector	1/1/1995	\$73,828	\$76,821	\$79,126	\$81,499
Sienkewitz, Ed	Electrical Inspector	6/2/2014	\$62,066	\$65,056	\$66,352	\$67,403
Slawcek, Joey	Senior Deputy Court Administrator	6/28/2004	\$43,867	\$47,768	\$49,201	\$50,677
Tamburello, Frank	Building Inspector	8/16/2005	\$64,182	\$68,499	\$70,554	\$72,671
Tracey, Pam	Payroll Clerk	1/2/1992	\$56,134	\$60,290	\$62,099	\$63,962
Trainer, Belinda	Account Clerk	6/23/2004	\$35,512	\$39,256	\$40,434	\$41,647
Tubner, Christopher	Fire Protection Inspector	7/18/2022	\$0	\$68,499	\$70,554	\$72,671
Uso-Nossier, Lisa	Clerk Typist	9/14/2015	\$32,647	\$36,333	\$37,423	\$38,546
Vansanders, Jamie	Clerk Typist	6/20/2022	\$0	\$31,500	\$32,445	\$33,418
Zapater, Katherine	Clerk Typist	2/8/2018	\$28,266	\$32,130	\$32,445	\$33,418
Zander, Robert	P/T Fire Prevention Inspector	9/15/2008	\$21,18	\$23,28	\$23,97	\$24,69
				Certification received 6/1/22		
Starting Salary	Clerk Typist FT	\$31,500				
	Clerk Typist PT	\$17,30				
Retroactive Pay						
Thompson, Lynette	Clerk Typist	Resigned 4/23/2021				
Sevilla, Carmen	Clerk Typist	Promoted 2/1/2021				
Pickio, SueAnn	Clerk Typist	Promoted 3/1/2021				
Dalton, Melinda E.	Clerk Typist	Resigned 11/2/2021				

MANALAPAN TOWNSHIP FAMILY MEDICAL
LEAVE ACT

November 2022

Prepared by: McLaughlin Stauffer & Shaklee, P.C.

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EMPLOYEE ELIGIBILITY

(A) Employees may be entitled to unpaid leave from work pursuant to either or both the Federal Family and Medical Leave Act (FMLA) or the New Jersey Family Leave Act (NJFLA).

To be eligible for FMLA benefits, an employee must:

- have worked for the Township for a total of 12 months;
- have worked at least 1,250 hours over the previous 12 months.

While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more need not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)).

(B) To be eligible for NJFLA benefits, an employee must:

- have worked for the Township for a total of 12 months;
- have worked at least 1,000 hours over the previous 12 months.

(C) NJFLA Definitions

“Employee” means a person who is employed for at least 12 months by an employer, with respect to whom benefits are sought under this act, for not less than 1,000 base hours during the immediately preceding 12-month period. Any time, up to a

maximum of 90 calendar days, during which a person is laid off or furloughed by an employer due to that employer curtailing operations because of a state of emergency declared after October 22, 2012, shall be regarded as time in which the person is employed for the purpose of determining eligibility for leave time under this act. In making the determination, the base hours per week during the layoff or furlough shall be deemed to be the same as the average number of hours worked per week during the rest of the 12-month period.

“Family leave” means leave from employment so that the employee may provide care made necessary by reason of:

- (1) the birth of a child of the employee, including a child born pursuant to a valid written agreement between the employee and a gestational carrier;
- (2) the placement of a child into foster care with the employee or in connection with adoption of such child by the employee; or
- (3) the serious health condition of a family member of the employee.

“Family member” means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.

“Parent” means a person who is the biological parent, adoptive parent, foster parent, resource family parent, step-parent, parent-in-law or legal guardian, having a “parent-child relationship” with a child as defined by law, or having sole or joint legal or

physical custody, care, guardianship, or visitation with a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier.

“State of emergency” means a natural or man-made disaster or emergency for which a state of emergency has been declared by the President of the United States or the Governor, or for which a state of emergency has been declared by a municipal emergency management coordinator.

In any case where an employee is eligible, for the same reason covered under both the FMLA and the NJFLA, both leave entitlements will run concurrently. However, where only one law provides for leave in the situation, leave entitlement under the other law will be unaffected.

Example One- The FMLA provides for 12 weeks leave for an employee's own serious health condition, but the NJFLA does not. An employee with his or her own serious health condition can use 12 weeks leave entitlement under the FMLA for that and still have 12 weeks entitlement under the NJFLA to use for purposes under the NJFLA.

Example Two- The NJFLA provides for 12 weeks leave to care for a father-in-law or mother-in-law with a serious health condition, but the FMLA does not. An employee can use 12 weeks leave to care for a father-in-law or mother-in-law for 12 weeks and still have 12 weeks entitlement to use for purposes under the FMLA.

Example Three- Both the FMLA and the NJFLA provide for leave of up to 12 weeks for care for a parent with a serious health condition. Leave taken by an employee for that reason would reduce entitlements to leave under both the FMLA and the NJFLA.

Spouses employed by the Township are limited in the amount of FMLA leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 workweeks (or 26 workweeks if leave to care for a covered servicemember with a serious injury or illness is also used) under the FMLA. Under the NJFLA, however, each individual spouse is entitled to 12 weeks leave for the reasons for leave under the Act. Under the FMLA, leave for birth and care, or placement for adoption or foster care must *conclude* within 12 months of the birth or placement. However, under the NJFLA, leave for birth and care, or placement for adoption need only *begin* within one year of birth or placement.

If the leave is taken upon the foster care placement, birth or adoption of a healthy child, the leave may be taken on an intermittent basis so long as the covered individual shall provide the employer with prior notice of the leave not less than 15 days before the first day on which benefits are paid for the intermittent leave, unless an emergency or other unforeseen circumstance precludes prior notice; and the covered individual makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer and, if possible, provide the employer, prior to the commencement of

intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

LEAVE ENTITLEMENT

(A) Pursuant to the FMLA, the Township will grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth and care of a newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to take medical leave when the employee is unable to work because of a serious health condition; or
- for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

The Township will also grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness, up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the servicemember.

(B) The Township also provides leave benefits pursuant to the NJFLA for up to a total of 12 workweeks of unpaid leave during any 24-month period upon advance notice to the Township not less than 15 days before the first day on which benefits are paid for intermittent leave, unless an emergency or other unforeseen circumstance precludes prior notice for one or more of the following reasons:

- for the expected birth and care of a newborn child of the employee;
- for the expected placement with the employee of a son or daughter for adoption;
- for placement in foster care;
- for care of a spouse, civil union partner, son, daughter, parent, parent-in-law or parent of a partner in a civil union with a serious health condition. (The State Law covers civil union partners, parents-in-law and parents of civil union partners while the Federal Law does not)

In the case of single continuous benefits for family temporary disability leave with respect to birth, placement in foster care, or adoption, the covered individual shall provide the Township with prior notice of the leave not less than 30 days before the leave commences, unless it commences while the individual is receiving unemployment benefits, in which case the covered individual shall notify the division. The amount of benefits shall be reduced by two weeks' worth of benefits if the individual does not provide notice to an employer as required by this subsection, unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.

Example One- The FMLA provides for 12 weeks leave for an employee's own serious health condition, but the NJFLA does not. An employee with his or her own serious health condition can use 12 weeks leave entitlement under the FMLA for that and still have 12 weeks entitlement under the NJFLA to use for purposes under the NJFLA.

Example Two- The NJFLA provides for 12 weeks leave to care for a father-in-law or mother-in-law with a serious health condition, but the FMLA does not. An employee can use 12 weeks leave to care for a father-in-law or mother-in-law for 12 weeks and still have 12 weeks entitlement to use for purposes under the FMLA.

Example Three- Both the FMLA and the NJFLA provide for leave of up to 12 weeks for care for a parent with a serious health condition. Leave taken by an employee for that reason would reduce entitlements to leave under both the FMLA and the NJFLA.

Spouses employed by the Township are limited in the amount of FMLA leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 workweeks (or 26 workweeks if leave to care for a covered servicemember with a serious injury or illness is also used) under the FMLA. Under the NJFLA, however, each individual spouse is entitled to 12 weeks leave for the reasons for leave under the Act. Under the FMLA, leave for birth and care, or placement for adoption or foster care must *conclude* within 12 months of the birth or placement. However, under the NJFLA, leave

for birth and care, or placement for adoption need only *begin* within one year of birth or placement.

FORM OF LEAVE

Under some circumstances, employees may take NJFLA or FMLA leave intermittently-taking leave in separate blocks of time for a single qualifying reason-or on a reduced leave schedule-reducing the employee's usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the Township's operations. If leave is for birth and care, or placement for adoption or foster care, the ability to use intermittent leave is subject to the Township's approval.

An employee shall be entitled, at the option of the employee, to take this leave on a reduced leave schedule, except that:

(1) The employee shall not be entitled to a reduced leave schedule for a period exceeding 12 consecutive months for any one period of leave; and

If the leave is taken upon the foster care placement, birth or adoption of a healthy child, the leave may be taken on an intermittent basis so long as the covered individual shall provide the employer with prior notice of the leave not less than 15 days before the first day on which the benefits are paid for the intermittent leave, unless an emergency or other unforeseen circumstance precludes prior notice; and the covered individual

makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer, prior to the commencement of intermittent leave, with a regular schedule on the day or days of the week on which the intermittent leave will be taken.

The employee shall make a reasonable effort to schedule reduced leave so as not to disrupt unduly the operations of the employer and the employee shall provide the employer with prior notice of the care, medical treatment, or continuing supervision by a health care provider necessary due to a serious health condition of a family member, in a manner which is reasonable and practicable.

Employees who use their family/medical leave on an incremental basis, and continue to be absent on an unpaid leave status after the exhaustion of the family/medical leave, may find their medical benefits terminated if the number of hours they work falls below the threshold established by the Township. Medical treatment or other bases for intermittent or reduced schedule leave must be scheduled so as not to disrupt the Township's operations. Employees who wish to take intermittent or reduced schedule leave may, at the Township's discretion and, unless prohibited by law, be transferred to a position, for which they are qualified and for which they will receive equivalent pay and benefits, which may better accommodate such leave.

An employee of the Township shall be entitled to a family leave of 12 weeks in any 24-month period upon advance notice to the employer unless the employer denies family leave to the employee pursuant to the law.

In the case of a family member who has a serious health condition, the benefits for family temporary disability leave may be taken intermittently when medically necessary, if:

- (1) the total time within which the leave is taken does not exceed 12 months;
- (2) the covered individual provides the employer with a copy of the certification required pursuant to this section;
- (3) the covered individual provides the employer with prior notice of the leave not less than 15 days before the first day on which benefits are paid for the intermittent leave, unless an emergency or other unforeseen circumstance precludes prior notice; and
- (4) the covered individual makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer and, if possible, provide the employer, prior to the commencement of intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

In the case of the foster care placement, birth or adoption of a healthy child, the leave may be taken intermittently.

In the case of leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, the leave may be taken intermittently if:

- (1) the covered individual provides the employer with prior notice of the leave as soon as practicable; and
- (2) the covered individual makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer and, if possible, provide the employer, prior to the commencement of the intermittent leave, with a regular schedule of the day or days of the week on which the intermittent leave will be taken.

USE OF PAID LEAVE

Family and/or medical leave will be granted by the Township based upon the medical condition of the employee or the reason for the leave of absence requested by the employee. If an employee has accrued unused sick, vacation or personal days, the family/medical leave will run concurrent with any paid leave available to the employee. The use of sick leave, vacation leave, personal leave or other Township paid leave will not extend the family/medical leave available to the employee.

Payments from the State Disability Program are available to employees once all available Township sick leave is exhausted. The Township is not a party to these payments. These payments are an income protection benefit partially paid for by the employee and do not impact on the FMLA program.

DEFINITION OF SERIOUS HEALTH CONDITION

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (*i.e.*, inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or

- Continuing treatment by a health care provider, which includes:

(1) A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:

- treatment two or more times by or under the supervision of a health care provider (*i.e.*, in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or

- one treatment by a health care provider (*i.e.*, an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (*e.g.*, prescription medication, physical therapy); or

(2) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or

(3) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year)

to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or

(4) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or

(5) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

LEAVE FOR BIRTH, BONDING, OR TO CARE FOR A CHILD WITH A SERIOUS HEALTH CONDITION ON THE BASIS OF AN "IN LOCO PARENTIS" RELATIONSHIP; DEFINITION OF "SON OR DAUGHTER"

The FMLA defines a "son or daughter" as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis*. NJFLA provisions are similar. The broad definition of "son or daughter" is intended to reflect the reality that many children in the United States live with a parent other than their biological father and mother. Under the FMLA, an employee who actually has day-to-day responsibility for caring for a child may be entitled to leave even if the employee does not have a biological or legal relationship to the child.

For purposes of this policy, "Child" means a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

The FMLA military leave provisions definitions of son or daughter are without regard to age, however.

MAINTENANCE OF HEALTH BENEFITS

The Township will maintain group health insurance coverage for an employee on leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the Township may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA or NJFLA leave.

DENIAL OF LEAVE

The Township may deny family leave to the employee if:

- (1) The Employee is a salaried employee who is among the highest paid 5% of the employer's employees or the seven highest paid employees of the employer, whichever is greater;
- (2) The denial is necessary to prevent substantial and grievous economic injury to the employer's operations; and
- (3) The employer notifies the employee of its intent to deny the leave at the time the employer determines that the denial is necessary.

The provisions of this subsection shall not apply when, in the event of a state of emergency declared by the Governor or when indicated to be needed by the Commissioner of Health or other public health authority, the family leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease. In any case in which the leave has already commenced at the time of the notification, the employee shall return to work within 10 working days of the date of notification.

RETURNING FROM LEAVE

Upon return from leave, an employee will be reinstated to their same job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using leave.

An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed. Employees who would have been affected by a reduction in force or layoff regardless of leave are not entitled to reinstatement.

Prior to returning to work, employees who took leave due to their own serious health condition must submit a medical certification stating that they are able to perform the essential functions of their position either with or without reasonable

accommodation. If employees do not return to work following a family/medical leave of absence, they will be deemed to have voluntarily terminated their employment.

If employees do not return to work following a family/medical leave of absence, they will be deemed to have voluntarily terminated their employment.

NOTICE AND CERTIFICATION

Employee Notice

Employees seeking to use leave are required to provide 30-day advance notice of the need to take leave when the need is foreseeable and such notice is practicable—generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case.

Employees must provide sufficient information for the Township to reasonably determine whether the FMLA or NJFLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, and/or that the employee or employee's qualifying family member is under the continuing care of a health care provider.

When an employee seeks leave for an FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. When

an employee seeks leave, however, due to an FMLA-qualifying reason for which the employer has previously provided the employee FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

The Township also provides leave benefits pursuant to the NJFLA for up to a total of 12 workweeks of unpaid leave during any 24-month period upon advance notice to the Township not less than 15 days before the first day on which benefits are paid for intermittent leave, unless an emergency or other unforeseen circumstance precludes prior notice for one or more of the following reasons:

- for the expected birth and care of a newborn child of the employee;
- for the expected placement with the employee of a son or daughter for adoption;
- for placement in foster care;
- for care of a spouse, civil union partner, son, daughter, parent, parent-in-law or parent of a partner in a civil union with a serious health condition. (The State Law covers civil union partners, parents-in-law and parents of civil union partners while the Federal Law does not).

In the case of single continuous benefits for family temporary disability leave with respect to birth, placement in foster care, or adoption, the covered individual shall provide the Township with prior notice of the leave not less than 30 days before the leave commences, unless it commences while the individual is receiving unemployment

benefits, in which case the covered individual shall notify the division. The amount of benefits shall be reduced by two weeks' worth of benefits if the individual does not provide notice to an employer as required by this subsection, unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.

If the leave is taken upon the foster care placement, birth or adoption of a healthy child, the leave may be taken on an intermittent basis so long as the covered individual shall provide the employer with prior notice of the leave not less than 15 days before the first day on which benefits are paid for the intermittent leave, unless an emergency or other unforeseen circumstance precludes prior notice; and the covered individual makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer and, if possible, provide the employer, prior to the commencement of intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

The covered individual shall provide the employer with prior notice of the leave not less than 15 days before the first day on which benefits are paid for the intermittent leave, unless an emergency or other unforeseen circumstance precludes prior notice; and the covered individual makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer and, if possible, provide the employer, prior to the commencement of intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

Certification

Employees requesting leave due to a serious health affecting the employee or a covered family must provide a certification from a health care provider on Township provided forms. Failure to provide a Health Care Provider Certification Form in a timely manner may result in denial or delay of leave and/or benefits, denial of reinstatement, or termination of employment for unauthorized absence. The Township may require second or third medical opinions (at the Township's expense) and periodic recertification of a serious health condition. Employees returning from leave for their own serious health condition must submit a certification that they are able to resume work. If reasonable safety concerns exist, the Township will, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave. Forms for medical certifications are available in the Township Administrator's Office.

Where the certification is for the serious health condition of a family member of the employee, the certification shall be sufficient if it stated the following:

- (1) The date on which the serious health condition commenced;
- (2) the probable duration of the condition; and
- (3) The medical facts within the provider's knowledge regarding the condition.

Where the certification is for the birth or placement of the child, the certification need only state the date of birth or date of placement, whichever is appropriate.

Where the certification is for an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, the certification shall be sufficient if it includes:

(1) for leave taken to provide in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency, the date on which the closure of the school or place of care of the child of the employee commenced and the reason for such closure;

(2) for leave taken due to a public health authority's issuance of a determination requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the employee would jeopardize the health of others, the date of issuance of the determination and the probable duration of the determination; or

(3) for leave taken because a health care provider or public health authority recommends that a family member in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by the employee would

jeopardize the health of others, the date of the recommendation, the probable duration of the condition, and the medical or other facts within the health care provider or public health authority's knowledge regarding the condition.

REPORTING WHILE ON LEAVE

While on leave, employees may be required to furnish the Township with periodic reports of their status and whether they intend to return to work after their leave. If the circumstances of the leave change and the employee is able to return to work earlier than the date of the original request, the employee is required to notify the Township at least two work days prior to the date of return.

ACTIVE DUTY OR CALL TO ACTIVE DUTY OF SPOUSE, CHILD OR PARENT

The National Defense Authorization Act for Fiscal Year 2008 (2008 NDAA), Public Law 110-181, amended the FMLA to allow eligible employees to take up to 12 workweeks of job-protected leave in the applicable 12-month period for any "qualifying exigency" arising out of the active duty or call to active duty status of a spouse, son, daughter, or parent. The 2008 NDAA also amended the FMLA to allow eligible employees to take up to 26 workweeks of job-protected leave in a "single 12-month period" to care for a covered servicemember with a serious injury or illness. These two types of FMLA leave are known as the military family leave entitlements.

MILITARY FAMILY ENTITLEMENTS

Military Caregiver Leave: The Township will grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the servicemember. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating. The "single 12-month period" for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Only 12 out of the 26 weeks total may be for an FMLA-qualifying reason other than to care for a covered servicemember.) Spouses employed by the Township are limited to a combined total of 26 workweeks in a single "12-month period."

Qualifying Exigency Leave:

The Township will grant an eligible employee up to a total of 12 workweeks of unpaid leave arising during the 12-month period for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty status (or has been notified of an impending call or order to covered active duty). Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard, Reserves, or Regular Armed Forces.

Covered active duty or call to covered active duty status in the case of a military member of the Regular Armed forces means duty during the deployment of the member with the Armed Forces to foreign country. The active duty orders of a member of the regular components of the Armed Forces will generally specify if the member is deployed to a foreign country.

Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

For purposes of covered active duty or call to covered active duty status, the Reserve components of the Armed Forces include the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the

United States, Air Force Reserve and Coast Guard Reserve, and retired members of the Regular Armed Forces or Reserves who are called up in support of a contingency operation. The active duty orders of a member of the Reserve components will generally specify if the military member is serving in support of a contingency operation.

Qualifying Exigencies include:

- Issue arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification;
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
- Certain childcare and related activities, arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;

- Making or updating financial and legal arrangements to address a covered military member's absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member; the need for which arises from the active duty or call to active duty status of the covered military member;
- Taking up to five days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member.

FMLA leave may be taken intermittently whenever medically necessary to care for a covered servicemember with a serious injury or illness. FMLA leave also may be taken intermittently for a qualifying exigency arising out of the active duty status or call to active duty of a covered military member. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the Township's operation.

NOTICE REQUIREMENTS FOR MILITARY FAMILY LEAVE

Employees seeking to use military caregiver leave must provide 30 days advance notice of the need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered servicemember. If leave is foreseeable but 30 days advance notice is not practicable, the employee must provide notice as soon as practicable- generally, either the same or next business day. An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable. When the need for military family leave is not foreseeable, the employee must provide notice to the Township as soon as practicable under the facts and circumstances of the particular case.

CERTIFICATION REQUIREMENTS FOR MILITARY FAMILY LEAVE

The Township will require that an employee's request for military family leave be supported by an appropriate certification. The Township will require that:

- leave for a qualifying exigency be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party;
- leave to care for a covered servicemember with a serious injury or illness be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered servicemember's family.

ACCRUAL OF BENEFITS

Although the duration of the leave will not count as a break in service for determining eligibility of benefits, additional benefits will not continue to accrue during the unpaid portion of the leave.

OTHER EMPLOYMENT

While on leave, an employee may not perform any other full-time employment if the employee was not so employed immediately prior to leave. An employee may commence part-time employment as long as such employment does not exceed half the regularly scheduled hours worked for the Township. An employer may continue part-time employment commenced prior to the leave, but at no more hours than before the leave.

MANALAPAN FLA & FMLA
FORM LIST

Applicable Law

Forms

- | | | |
|--|-------|--|
| (Both) | _____ | General Family & Medical Leave Request |
| (Both) | _____ | Birth of child |
| (Both) | _____ | Placement of child with the employee for adoption or foster care |
| (FMLA only) | _____ | Placement of child for foster care |
| (Both) | _____ | Serious health condition of family member |
| NJ law includes mother-in-law, father-in law, civil union partner and parents of Civil union partner | _____ | Health Care Provider Certification |
| (FMLA only) | _____ | Employee's own serious health condition |
| | _____ | Health Care Provider Certification |
| (FMLA only)
26 weeks | _____ | Care for spouse, child, parent or next of kin in the armed services and is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness |
| | _____ | Health Care Provider Certification |
| (FMLA only)
12 weeks
order to | _____ | Qualifying exigency for spouse, child or parent on active duty or impending call or active duty |
| (Both) | _____ | Employer Designation Form |
| (Both) | _____ | Intermittent or Reduced Leave Form |

Appendix C

AFSCME 2021-2024

TITLES

Account Clerk
Administrative Coordinating Secretary
Asstant Zoning/Code Enforcement Officer
Building Inspector
Building Subcode Inspector
Clerk Typist
Deputy Court Administrator
Electrical Inspector
Electrical Subcode Official
Fire Prevention Inspector
Fire Protection Inspector
Housing Inspector
Inspector HHS
Payroll Clerk
Plumbing Inspector
Plumbing Sub-code
Secretary
Senior Clerk Typist
Senior Deputy Court Administrator
Technical Assistant
Violations Clerk
Zoning/Code Enforcement Officer