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AGREEMENT

between

TOWNSHIP OF NEPTUNE

and

**TOWNSHIP OF NEPTUNE
EMPLOYEES ASSOCIATION**

January 1, 1991 to December 31, 1992

Manmouth

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ARTICLE I
RECOGNITION

A. The Township recognizes the Association as the sole and exclusive representative for all blue collar employees and white collar employees of the Township of Neptune (see Appendix A) other than confidential employees, professional employees, managerial, executives, police, library employees, craft employees, school crossing guards and supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

B. The term employee shall be defined to include the plural as well as the singular and to include males and females where applicable.

ARTICLE II

MANAGEMENT RIGHTS

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

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

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

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

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

5. To suspend, demote, discharge or take any other

Article II - Management Rights (continued)

appropriate disciplinary action against any employee for good and just cause according to law.

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

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

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

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

Permanent Full-Time Employees

Permanent, full-time employees are defined as those employees

Article II - Management Rights (continued)

who have completed the probationary period and work a regular hourly week for the department in which they are employed, earn more than \$500 in each quarter of the calendar year, and are otherwise eligible for benefits under the New Jersey Public Employees Retirements System and the New Jersey State Health Benefits Program.

Permanent Part-Time Employees

Permanent, part-time employees are defined as those employees who have completed the probationary period, work less than the regular hourly week for the department in which they are employed, and earn more than \$500 in each quarter of the calendar year, and are otherwise eligible for benefits under the New Jersey Public Employees Retirement System and the New Jersey State Health Benefits Program.

Probationary Employees

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

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

Article II - Management Rights (continued)

Seasonal Employees

Seasonal employees are defined as those employees who do not earn more than \$500 in each quarter of the calendar year and are not required to enroll in the New Jersey Employees Retirement System and the New Jersey State Health Benefits Program.

Grant Employees

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

Temporary Employees

Temporary employees will not be employed by the Township except in the event of a true emergency or a leave of absence for a limited time period. If a temporary employee becomes a probationary or permanent employee in the same or a related position, the time served as a temporary employee shall be credited for permanency and seniority purposes.

ARTICLE III

MAINTENANCE OF WORK OPERATIONS

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

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

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

Article III - Maintenance of Work Operations (continued)

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

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

ARTICLE IV

DUES DEDUCTION AND AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Township Treasurer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the notification on the letterhead of the Association and signed by the President of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The **filing** of notice of withdrawal shall be effective to **halt** deductions in accordance with N.J.S.A 52:14-15.9e as amended.

Article IV - Dues Deduction and Agency Shop (continued)

The Township will inform the Association of any withdrawals filed with the Township Clerk within five (5) working days of such action.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the Association accounts.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but the fee shall be eighty five per cent (85%) of the regular membership dues, fees, and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be

Article IV - Dues Deduction and Agency Shop (continued)

secured through collective negotiations with the Township.

J. Prior to January 1st and July 1st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. If a written challenge or an appeal to the fair share assessment as computed by the Association is filed, the Association hereby authorizes the Township to hold any and all fair share fees, which are subject of the same in escrow, pending the resolution of the challenge or appeal. This appeal procedure shall in no way involve the Township or require the Township than to hold the fair share fee in escrow pending resolution of the appeal.

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

M. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of

Article IV - Dues Deduction and Agency Shop (continued)

this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the Township after it has recognized that the Association is the majority representative.

N. The Township shall provide the Association President and Treasurer with copies of all ordinances pertaining to the hiring, firing, disciplinary or other action affecting the status of any and all members of the bargaining unit.

ARTICLE V

NON-DISCRIMINATION

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

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

C. Only one personnel file shall be maintained by the Township on an employee. Nothing of an adverse nature shall be placed in an employee's file without his or her initials being placed thereon and a copy being given to the employee.

ARTICLE VI
GRIEVANCE PROCEDURE

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

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

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

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

(1) Step 1: Within seven (7) workdays of knowledge

Article VI - Grievance Procedure (continued)

of the facts giving rise to the grievance, the aggrieved party shall discuss it orally with the Department Head in an effort to resolve the matter.

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

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

(4) Step 4: If the grievance is denied at Step 3, or no decision is rendered within the stated time-period, the grievance may be processed to the Township Committee within

Article VI - Grievance Procedure (continued)

seven (7) work days. Within fifteen (15) days of receipt of the grievance the Township Committee shall issue a written decision.

(5) Step 5: If the grievance is denied by the Township Committee, or no decision is rendered within the stated time-period, the Association may elect to pursue the grievance to binding arbitration pursuant to the rules and regulations of the New Jersey Public Employees Relations Commission. The request for submission of a panel of arbitrators shall be filed with the Public Employment Relations Commission within thirty (30) days of the expiration of Step 4 timelines.

ARTICLE VII

DISCIPLINARY ACTIONS

Before an employee is required to appear before a supervisor, administrator or Township Committee member on any matter that could adversely affect his/her employment, the employee and Association shall be notified in writing of the purpose of the meeting and the employee's right to union representation. At least three (3) days written notice shall be given to the employee and the Association prior to any such meeting before the Business Administrator or Township Committee.

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

ARTICLE VIII

HOURS OF WORK

A. The standard weekly and hourly work period for all Township Employees, except custodial employees, shall be Monday through Friday. The Township retains the right at its discretion to temporarily change the work week notifying the Association under the following formula:

- (1) 72 hour notice for a five (5) day change.
- (2) ten (10) working days notice for a six (6) to twenty (20) day change.
- (3) fifteen (15) work day notice for a twenty-one (21) to sixty (60) day change.

The employee may waive the notice requirement.

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

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

			<u>DAILY</u>		
D.	<u>DEPARTMENT</u>	<u>TIME RANGE</u>	<u>HOURS</u>	<u>LUNCH</u>	<u>BREAK</u>
	Administration	8:30-4:30	8	1 hr.	2
	Assessing	8:30-4:30	8	1 hr.	2
	Citizen Boards	8:30-4:30	8	1 hr.	2
	Code	8:30-4:30	8	1 hr.	2

Article VIII - Hours of Work continued)

Construction	8:30-4:30	8	1 hr.	2
Finance	8:30-4:30	8	1 hr.	2
Municipal Clerk	8:30-4:30	8	1 hr.	2
Public Assistance	8:30-4:30	8	1 hr.	2
Tax Collector	8:30-4:30	8	1 hr.	2
Road	6:30A-3:00P	8-1/2	1/2 hr	2
Parks	6:30A-3:00P	8-1/2	1/2 hr	2
Shop (MOMV)	6:30A-3:00P	8-1/2	1/2 hr	2
Custodians	24 Hours a day. This reflects an 8-hour day	8-1/2	1/2	2
Sewer	6:30A-3:00P This shall reflect an 8-hour day	8-1/2	1/2	2
Sanitation	6:30A-3:00P			
Dispatchers	24 hours a day. This shall reflect a 7-hour day	8	1 hr	2
Police Secretaries	8:30-4:30 This shall reflect a 7-hour day	8	1 hr	2

ARTICLE IX

OVERTIME

A. Overtime shall be paid for all work performed in excess of eight (8) hours hereof at the rate of one and one-half (1-1/2) times the standard hourly rate. If an employee has an unexcused, unpaid absence during the normal work week then overtime will be paid for all work performed in excess of forty (40) hours.

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

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

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

Article IX - Overtime (continued)

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

D. Overtime shall be paid either by compensatory time off or by compensation at the option of the employee. Compensatory time shall be arranged to be taken within the pay period in which the overtime is earned. Whenever an employee chooses to receive compensation for overtime worked, such compensation is to be computed at the rate of one and one-half (1-1/2) times his/her standard hourly rate for each hour worked in excess of his/her normal hourly work week.

E. No employee shall work more than twenty-four (24) straight hours at the option of the employee.

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

G. Snow plowing schedules shall be posted prior to October 31st of each year listing personnel who are assigned to this duty, and furthermore, between storms new schedules shall be posted after each storm.

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

Article IX - Overtime (continued)

(work day. This is not applicable for regularly scheduled sewer pumping station work or scheduled monitoring work.

ARTICLE X

COURT TIME

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

B. Where an employee has instituted a suit against the Township for benefits other than those provided by the Workmen's Compensation Act, the employee shall be granted leave to appear in Court without pay. Said employee shall sign a statement setting forth the reason for taking time off which reason shall be filed with his/her Supervisor or Department Head with a copy to the Business Administrator.

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

ARTICLE XI

LONGEVITY

A. Effective January 1, 1990, each permanent full-time employee of the Township of Neptune receiving an annual salary or hourly wage, shall receive a longevity benefit on the following basis:

1. 5 years of service	\$ 700.00
2. 10 years of service	1000.00
3. 15 years of service	1300.00
4. 20 years of service	1600.00
5. 24 or more years of service	1900.00

B. Eligibility of an employee for longevity is to be determined as of the anniversary date of his/her permanent employment, and all subsequent salary payments thereafter shall reflect the longevity adjustment.

C. For an employee to remain eligible for longevity payments, he/she must have been continuously employed by the Township.

ARTICLE XII

HOLIDAYS

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

New Year's Day	July 4th
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Day

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

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

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

E. When permanent and probationary full-time employees, excluding custodians, are required to work on a holiday in order to maintain certain services, at the option of the employee said employee shall be allowed compensatory time off as near to the holiday as can be arranged between the employee and the Department Head or Supervisor. When the employee does not elect compensatory time off, said compensation shall be paid at the rate of one and

Article XII - Holidays (continued)

one-half (1-1/2) times the individual's standard hourly pay for each additional hour worked.

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

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

H. Custodians will be paid the overtime rate pursuant to Paragraph L only if they work on the holiday.

I. It is clearly understood that temporary, seasonal employees shall not receive holiday pay.

J. It is hereby understood that all employees entitled to holiday benefits, except members of the Police Department, shall enjoy the benefits of the Easter Holiday on said individual's birthday within that calendar year.

The employee shall negotiate with the approval of his/her Department Head to take an alternate day off as close to his/her birthday as may be approved by the Supervisor or Department Head, which alternate day will not interfere with the normal operations of the Township. If the employee's birthday falls on a Saturday, it shall be observed on the prior Friday. If the employee's birthday falls on a Sunday, it shall be observed on the following

Article XII - Holidays (continued)

Monday. If the employee's birthday falls on a holiday, it shall be observed on the next regular working day.

K. It is further understood that the Monday following the Easter Sunday shall be a normal work day.

L. Custodians will be paid time and a half for any hours worked on the actual holiday and will receive normal compensation for any hours worked on those other days designated to be celebrated as holidays.

ARTICLE XIII

VACATION

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

- (1) From the beginning of the second (2nd) year of service through the fifth (5th) year of service - ten (10) working days annually.
- (2) From the beginning of the sixth (6th) year of service through the tenth (10th) year of service - fifteen (15) working days annually.
- (3) From the beginning of the eleventh (11th) year of service through the fifteenth (15th) year of service - twenty-two (22) working days annually.
- (4) From the beginning of the sixteenth (16th) year of service through the twentieth (20th) year of service - twenty-four (24) working days annually.
- (5) From the beginning of the twenty-first (21st) year of service - twenty-eight (28) working days annually.

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

Article XIII - Vacations (continued)

C. An employee with prior approval of his/her Supervisor or his/her Department Head may charge a single day or two against his/her vacation time, but not more than five (5) vacation days annually shall be used in this manner for that purpose except in emergency conditions.

D. All vacation time shall be used between anniversary dates and shall not be accumulated without prior approval of the Township Committee and further subject to any special provisions as established by the Township Committee.

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

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

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

Article XIII - Vacations (continued)

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

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

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

ARTICLE XIV

SICK LEAVE

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

B. In accordance with this Article, a member of the immediate family is interpreted as meaning husband, wife, child, stepchild, mother, father, brother, sister, or spouse's brother, sister, mother or father.

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

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

E. Every absence on account of illness or disability of an employee or a member of the employee's immediate family in excess of three (3) days must be certified by a written statement from the attending physician. The Business Administrator has the right to waive this requirement or to require the employee to be examined by a Township Medical Physician and certified as fit for duty, before returning to work. Nothing contained herein shall

Article XIV - Sick Leave (continued)

limit the right of the Business Administrator to require proof of illness of any employee on sick leave, whenever such requirement appears reasonable under the circumstances, including a pattern of absences. Abuse of sick leave shall be cause for disciplinary action.

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

G. The rules which follow apply to the payment of salaries during periods of illness or disability for permanent and probationary full-time employees.

(1) Sick leave with pay shall accrue to permanent and probationary full-time employees on the basis of one-half ($1/2$) of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every year thereafter accumulated at the rate of one and one-quarter ($1-1/4$) days per month.

(2) Any amount of sick leave allowance not used in any

Article XIV - Sick Leave (continued)

calendar year shall accumulate to the employee's credit from year to year to be used if and when needed.

- (3) Any employee who takes sick leave after he/she has already worked a portion of the work day, may use one-half (1/2) day of his/her leave benefits.
- (4) No employee shall be allowed to work and endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Department Head or Supervisor may direct the employee to the Township Physician for an opinion whether there is justification for the employee to be absent from work.

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

- (1) When the employee, under medical care, fails to carry out the orders of the attending physician.
- (2) When, in the opinion of the Township Medical Physician, the employee is ill or disabled because of self-imposed contributory causes.
- (3) When, in the opinion of the Township Medical Physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

Article XIV - Sick Leave (continued)

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

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

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

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

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

M. Sick leave in excess of the time prescribed by this

Article XIV - Sick Leave (continued)

agreement may be granted at the discretion of the Township Committee when warranted by the employee's overall work record.

N. Permanent full-time female employees may request permission to utilize earned and accumulated sick leave for maternity leave between the seventh (7th) month of pregnancy and one (1) month after the actual date of delivery. This request must be accompanied by a doctor's certificate and is also dependent on approval by the Department Head or Supervisor. Additional sick leave time beyond the one (1) month period after the date of delivery may be granted at the discretion of the Township Committee where the Physician or medical doctor of the employee has certified it is warranted.

Maternity leave without pay may be granted by resolution of the Township Committee to cover those situations in which the employee has used all of her available sick time and established by a doctor's certification that additional time off is necessary. The granting of such maternity leave shall be subject to the employee reimbursing the Township for any benefit payments made on her behalf. Failure to arrange in advance with the Treasurer for said payments may result in loss of said benefits.

O. Any employee on sick leave who has expended all his/her benefits and who cannot resume his/her normal duties as a result of said illness, upon the submission of medical evidence, may be continued without pay as an employee by resolution of the Township Committee and the Township shall pay for the entitled benefits. At

Article XIV. - Sick Leave (continued)

the conclusion of three (3) months, if the employee is not able to resume his/her normal duties, he/she shall be terminated as an employee by resolution of the Township Committee.

P. The Department Head or Supervisor shall provide each employee within his/her Department a report of his/her sick leave, unused vacation and personal days to the employee's next anniversary date, and compensatory time records. Said information shall be supplied within five (5) working days of the receipt of the request from the employee. Each employee shall be entitled to make such a request once a year.

Q. Any full-time or probationary employee who does not incur any sick days in a calendar year will receive two (2) days off the following calendar year for perfect attendance. The employee may elect to receive same either in pay or time off. The incurring of job-related disability or injury leave shall not impact upon the perfect attendance record.

ARTICLE XV

SICK LEAVE NOTIFICATION

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

An employee who is absent for two (2) consecutive days or more and does not notify his/her Department Head or some other responsible individual of the Township on any of the first two (2) days will be subject to disciplinary action.

ARTICLE XVI

JOB INCURRED INJURY

A. Employees who are injured, whether slight or severe, while working, must make an immediate report within eight (8) working hours thereof to their Department Head or Supervisor.

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

C. Whenever an employee sustains an injury while on duty, it shall be the obligation of the Department Head or Supervisor to make immediate arrangements for examination and medical treatment if necessary or when requested by said employee. In cases of emergency, medical treatment shall be arranged at the nearest hospital facility. Any other examination and/or medical treatment shall be administered by the Township Physician or any other doctor as may be designated by the Business Administrator.

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

E. The Township shall advance to the employee an amount

Article XVI - Job Incurred Injury (continued)

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

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

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

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

Article XVI - Job Incurred Injury (continued)

additional 26 weeks up to a maximum of 52 weeks total, he/she must present to the Township a medical report indicating the reasons therefore.

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

ARTICLE XVII

PERSONAL DAYS

A. All permanent and probationary full-time employees upon completion of twelve (12) months service shall be granted two (2) personal days off.

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

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

(2) Personal, household, or family matters refer to those situations where an employee's absence from duty is necessary for the welfare of the employee or his/her family.

C. Personal days shall not be taken on a day immediately to or on the day immediately after a holiday or vacation day.

D. Written request for a personal day shall be made to the Department Head or Supervisor seventy-two (72) hours prior to such leave, unless under emergency conditions it may be granted on request by the Department Head or Supervisor. The prior notification time may be waived in the sole discretion of the Business Administrator under emergency circumstances.

E. Temporary employees and part-time employees are not eligible for this benefit. This section shall not provide payment

Article XVII - Personal Days (continued)

to employees hired before the date of this contract who are currently receiving the benefit.

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

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

ARTICLE XVIII

BEREAVEMENT LEAVE

A. In the case of death in the immediate family, an employee shall be granted leave and suffer no loss of regular straight time pay from the day of death, up to and including the day of the funeral.

B. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother, sister or spouse's mother, father, brother, sister, employee's grandparents and spouse's grandparents, son-in-law, daughter-in-law and grandchildren.

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

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

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

ARTICLE XIX

WAGES

A. Effective January 1, 1991, the base wage of each employee in the bargaining unit shall be increased by six and one-half percent (6 1/2%).

B. Effective January 1, 1992, the base wage of each employee in the bargaining unit shall be increased by six and one-half percent (6 1/2%).

C. The minimum starting salaries in effect as of January 1, 1991 shall be and remain the same for the duration of this contract.

D. Part time employees shall receive the raises described above, pro-rated for the number of hours they work.

E. Excluding any training periods which may be required during the time spent in performing services for the Township in a higher classification than an employee's job level, such employee shall be paid, in addition to his current pay, the difference between his current pay and the established rate of pay of the higher classification, equivalent to the base salary of the person replaced.

ARTICLE XX

MILITARY LEAVE

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

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

ARTICLE XXI

JURY DUTY

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

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

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

ARTICLE XXII

VOLUNTEER SAFETY DEPARTMENTS

A. The Association shall provide to the Business Administrator and Supervisors a list of all active and exempt members of the Volunteer Fire Departments, First Aid Squads and Police Reserve. Upon request of the Township Fire Chief, Assistant Fire Chief, First Aid Captains or Police Chiefs, all Township employees on the individual lists may answer alarms or calls where they are requested unless performing duties that would cause detriment to the Township.

B. Any employee responding to the emergency call and not need is required to immediately return to his/her job site.

C. If the Township, through the Business Administrator, activates the Police Reserve, any employee who is a member of the Police Reserve shall receive his/her normal pay.

ARTICLE XXIII

ATTENDANCE AT CONFERENCES

Requests by an employee for a leave of absence with pay to attend conferences, seminars and other administrative programs away from the Municipal Complex, dealing with municipal operations and involving more than one day's absence, shall be made to the Business Administrator for approval by the Township Committee. Said request for leave of absence with pay shall identify the days that the program shall run as distinguished from the number of days required for travel and it shall be accompanied by an estimate of the cost that is sought to be charged to the Township of Neptune. The decision to allow attendance at the aforesaid conferences shall be at the sole discretion of the Township Committee.

In those cases where the conference will not extend beyond one day, permission may be granted by the Business Administrator.

ARTICLE XXIV

LEAVES OF ABSENCE

A. Leaves of absence without pay for a period of time not to exceed three (3) days per year shall be granted with prior approval by the Department Head or Supervisor and together with the reason therefor shall be recorded as directed by the Business Administrator.

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

C. An employee must obtain permission to be absent from his/her employment at least twenty-four (24) hours in advance.

Article XXIV - Leaves of Absences (continued)

Failure to obtain a babysitter or lack of transportation shall not be considered an acceptable reason for being absent or late.

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

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

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

The Department Head or Supervisor shall forward his/her recommendation in writing together with the employee's written request to the Business Administrator for presentation to the Township Committee. If the Township Committee approves the leave without pay, the date of said leave shall be recorded in the employee's personnel file. Prior to starting the approved leave

Article XXIV - Leaves of Absence (continued)

without pay, the employee shall arrange with the Treasurer to pay any benefit payments due during the period the employee is off the payroll. Failure to make these arrangements may result in loss of benefits.

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

ARTICLE XXV

ATTENDANCE RECORDS

The attendance record of each employee shall be reviewed annually and at such time that a promotion or reduction in force is being considered.

ARTICLE XXVI

HEALTH AND WELFARE BENEFITS

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

B. Eligible dependents are the employee's spouse (unless legally separated) and unmarried children under twenty-three (23) years of age who live with the employee in a regular parent-child relationship.

- (1) Coverage for an unmarried child who attains age twenty-three (23) while covered under the Program may be continued until the end of that calendar year.
- (2) A child, who is incapable of self-sustaining employment by reason of mental retardation or physical handicap, upon attaining age twenty-three (23) may be continued under the Program while remaining incapacitated and unmarried, subject to the continuance of the employee's

Article XXVI - Health and Welfare Benefits (continued)

coverage under the Program. Proof of incapacity must be provided within thirty-one (31) days after coverage would otherwise terminate. Additional proof shall be required from time to time.

- (3) Stepchild, foster children and legally adopted children may be included, provided they are wholly dependent upon the employee for support and maintenance and are reported for coverage.
- (4) In the case of divorce, or where the parentage is not clear, such children may be covered provided that the employee is required to provide for their support and maintenance pursuant to a court order.
- (5) A newborn child need not be reported if the is already covered for his/her dependent children, since the infant is included automatically.
- (6) No one will be eligible as a dependent under the Program while covered as an employee of a participating employer or while in military service.

C. The Township shall provide a paid-up drug prescription program to benefit the employees and their eligible dependents subject nevertheless to a maximum deductible amount of two dollars (\$2.00) per prescription.

D. The Township agrees to provide a dental plan for members

Article XXVI - Health and Welfare Benefits (continued)

of the NTEA and their families. The Township will contribute up to \$180 per year per employee toward the cost of the plan. The name of the plan and the type may be recommended by the NTEA but will be subject to the approval of the Township.

ARTICLE XXVII

RETIREMENT BENEFITS

A. All Township employees enrolled in the New Jersey Public Employee's Retirement System and the Police and Firemen's Retirement System of New Jersey shall be subject to the requirements and provisions of the respective plans.

B. All permanent full-time and permanent part-time employees shall be enrolled in the Pension System as of the date of their permanent employment.

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

D. An employee having completed the required number of years of service, and having attained the specified age or are retired on approved disability, shall apply for retirement as provided for by the Plan and State Law. Said retirees will be provided with hospitalization benefits for the employee and his/her dependents under the New Jersey State Health Benefits Program. In the event the Township changes insurance carriers, substantially similar benefits will be provided.

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

F. On retirement, permanent full-time employees with a minimum of twenty-five (25) years service to the Township of Neptune shall be entitled to one-half day's pay at the rate of pay

in effect at the time of retirement for each full day of

Article XXVII - Retirement Benefits (continued)

unused accumulated sick leave up to a maximum of one hundred thirty (130) days' pay, reflecting the accumulation of two hundred sixty (260) days unused sick leave.

G. Employees with a minimum of ten (10) years of service to the Township of Neptune as of January 1, 1979 and who shall have accumulated sick leave upon retirement shall be entitled to one-half (1/2) day's pay at the rate of pay in effect at the time of retirement for each full day of unused accumulated sick leave up to a maximum of three hundred sixty-five (365) days which is the equivalent of a maximum of one hundred eighty-two and one-half days' pay.

ARTICLE XXVIII

SHIFT SCHEDULES - CUSTODIANS

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

ARTICLE XXIX

CALL IN PAY

In the event the Township fails to notify an employee of change in time of the employee's shift forty-five (45) minutes before the commencement of the shift, then the employee will be entitled to two hours compensation at the employee's standard hourly rate. Telephone calls by the Township to the employee or a responsible member of his/her household, or a note left at the employee's residence with a responsible member of such household, shall constitute valid notification.

ARTICLE XXX

LAYOFF AND RECALL

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

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

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

D. The Township, when recalling laid off employees, shall contact the employee at the employee's last known address and the employee shall have two (2) work days to respond to such recall notice.

E. The Township agrees to give at least two (2) weeks notice whenever making permanent layoffs, to the Association and the affected members. Notices must be given in writing to the employees and the Association.

F. If a laid-off employee does not accept a recall offer from the Township, said employee shall retain his/her position on

Article XXX - Layoff and Recall (continued)

the recall list for a period of two (2) years from the date of lay-off.

ARTICLE XXXI

TOOL ALLOWANCE

A. Each employee employed as a mechanic, welder and/or bodyman, shall submit an inventory of his/her personal tools to the Department Head by December 31, or upon the date of said employee being appointed to one of said positions. The Township agrees to replace any broken or worn out tools upon presentation of said tool to the Department Head.

B. No allowance or credit shall be allowed for tools which are lost, stolen or destroyed due to the employee's negligence.

ARTICLE XXXII

COLLECTIVE NEGOTIATION PROCEDURE

A. One (1) employee from each department up to a maximum of four (4) employees shall be excused from his/her normal work duties in order to attend collective negotiation sessions.

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

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

ARTICLE XXXIII

UNION FACILITIES

The Township agrees to make available to the Association one
(1) file cabinet in order to store Association records only.

ARTICLE XXXIV

WALKIE-TALKIE

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

ARTICLE XXXV

UNION MEETING

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

ARTICLE XXXVI

PHYSICAL EXAMS

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

ARTICLE XXXX

UNIFORMS

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

1. New Employees: The Township will supply new uniforms for all new employees hired after the signing of the full agreement.
2. Current Employees: A survey will be conducted by the Township after the execution of the full Agreement with respect to unserviceable uniforms will be turned in and replaced by new uniforms.
3. After the furnishing of new uniforms for new employees and the replacement of unserviceable uniforms for present employees, replacement clothing for all employees will be accomplished under the Township's contract with its uniform supplier.
4. The Township shall provide steel-tipped safety shoes, as well as coveralls for necessary employees, and any other equipment required by law.

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

ARTICLE XXXVIII

SAFETY EQUIPMENT

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

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

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

D. The Township of Neptune shall assure that compressed air, breathing apparatus and hazardous gas detectors are made available to employees assigned to the Sewer Department who are required to work in confined spaces.

ARTICLE XXXIX

ASSOCIATION RIGHTS

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

B. The Association shall be given three (3) days written notice of any disciplinary action or hearing before the Township Committee so that employees may have time to get proper legal counsel as provided by the Association or by his/her choice.

C. No employee under this Agreement may be fired, demoted, or suspended without pay, without a meeting before the Business Administrator.

D. The Township of Neptune shall furnish the Association with a Table of Organization listing the Departments, job titles within Departments, the individuals assigned to each job. Any promotions, demotions, hirings, firings or layoffs shall be reported to the Association so it can keep an up to date and accurate Table of Organization.

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

F. Any job openings shall be posted for a period of seventy-two (72) working hours prior to any selection for a job opening. Such notice must be dated and signed by the initiator with copies posted on the employee bulletin boards in the Police Department, the Building Maintenance Department, the Public Works Department,

Article XXXIX - Association Rights (continued)

and the two employee lounges in the Administrative Offices of the Municipal Complex.

G. Any employee who is required to meet with a supervisor or representative of the Township Committee on a matter which may lead to disciplinary action, shall be notified in advance of the purpose of the meeting and his or her right to have representation at said meeting.

ARTICLE XXXX

SEPARABILITY AND SAVINGS

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

B. The Township of Neptune agrees to furnish each member of the Association with a complete Contract booklet within sixty (60) days of the ratification of this Agreement.

ARTICLE XXXXI

MISCELLANEOUS

A. Seniority Whenever practicable, seniority shall be used for vacation and personal time selection and work assignments, provided that it does not interfere with management's right to accomplish the necessary task. Seniority will be a factor to be considered in promotions. A seniority list shall be created for overtime opportunities and overtime shall be offered on a rotating basis pursuant to said list.

B. Meal Allowance: Effective January 1, 1991 meal allowances for Public Works Employees shall be \$4.00 for breakfast; \$5.00 for lunch; \$8.00 for dinner.

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

ARTICLE XXXXII

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 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 XXXXII

DURATION

A. This agreement shall be in full force and effect as of January 1, 1991, and shall remain in effect to and including December 31, 1992, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing no sooner than one fifty (150) or no later than one hundred twenty (120) days prior to the expiration of this agreement of a desire to change, modify, or terminate this agreement.

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

TOWNSHIP OF NEPTUNE

TOWNSHIP OF NEPTUNE

EMPLOYEES ASSOCIATION

By: James J. McCann
James J. McCann
Mayor

Eddie Maryland
Eddie Maryland
President

Richard J. Cuttrell
Richard J. Cuttrell
Township Clerk

APPENDIX "A"

ADMINISTRATION

Telephone Switchboard Operator
Clerk-Typist

FINANCE

Departmental Secretary
Cashier-Bookkeeper

ASSESSING

Departmental Secretary

COLLECTION

Departmental Secretary
Cashier-Bookkeeper
Tax Search Officer

BUILDING MAINTENANCE

Custodian
Night Supervisor
Day Supervisor
Building Maintenance Mechanic

MUNICIPAL COURT

None

MAINTENANCE OF MOTOR VEHICLES

Mechanic 1st Class
Mechanic 2nd Class
Mechanic 3rd Class
Foreman
Body Man
Welder

APPENDIX "A" (continued)

POLICE SECRETARIES

Clerk Typist
Departmental Secretary
Police Dispatcher
Watchman
Record Clerk

RECYCLING

Driver
Laborer

SANITATION

Foreman
Driver
Driver Trainee
Laborer

PUBLIC ASSISTANCE

Clerk Typist
Departmental Secretary

PUBLIC WORKS

Departmental Secretary
Clerk Typist

APPENDIX "A"(continued)

RECREATION

Clerk Typist

BUS DRIVERS

None

SEASONAL HELP

None

MUSEUM

None

PARKS

Driver

Equipment Operator

Laborer

Foreman

NEPTUNE SEWER COLLECTION SYSTEM

Driver

Laborer

Foreman

Assistant Foreman

Operator

SENIOR CITIZEN

None

CODE ENFORCEMENT

Departmental Secretary

Secretary

Clerk Typist

UNIFORM CONSTRUCTION

Departmental Secretary

Secretary

Clerk Typist

OFFICE OF EMERGENCY MANAGEMENT

None

ROADS

Driver

Driver Trainee

Equipment Operator

Heavy Equipment Operator

Mason

Carpenter

Foreman

Sign Maintenance

Laborer

CLEAN STREETS

Laborer

Driver